



Town of Paradise Town Council Meeting Agenda 6:00 PM – January 11, 2022

Town of Paradise Council Chamber – 5555 Skyway, Paradise, CA

Mayor, Steve Crowder
Vice Mayor, Greg Bolin
Council Member, Steve “Woody” Culleton
Council Member, Jody Jones
Council Member, Rose Tryon

Town Manager, Kevin Phillips
Town Attorney, Scott E. Huber
Town Clerk, Dina Volenski
CDD, Planning & Onsite, Susan Hartman
CDD, Building & Code Enforcement, Tony Lindsey
Finance Director/Town Treasurer – Ross Gilb
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, Garrett Sjolund
Chief of Police, Eric Reinbold
Recovery & Economic Development Director, Colette Curtis
Human Resources & Risk Management Director, Crystal Peters

Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item.
 - A. If you wish to address the Council regarding a specific agenda item, please complete a “Request to Address Council” card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
 - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, “Public Communication.” Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Camp Fire Recovery Updates - Written reports are included in the agenda packet:
 - p5 Colette Curtis, Recovery and Economic Development Director - Recovery projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.
 - p8 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update
 - p11 Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update
- 1f. p15 Presentation on Business and Housing by Kate Anderson, Business and Housing Manager

2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

- 2a. p17 Approve minutes of the December 14, 2021 Regular Town Council meeting.
- 2b. p23 Approve December 2021 Cash Disbursements in the amount of \$3,671,283.14.
- 2c. p32 Staff recommends that the Council ratify the agreement for the Town of Paradise to accept the California Resilience Challenge 2021 Grant.
- 2d. p40 Adopt Resolution No. 2022-01 "A Resolution of The Town Council of The Town of Paradise Amending The Home And CDBG Homebuyer Acquisition Only/Acquisition With Rehabilitation Programs Guidelines Previously Adopted by Resolution 17-44 and The CalHome Sponsored First-Time Homebuyer Mortgage Assistance Program Guidelines."
- 2e. p96 Declare the attached described equipment as surplus property; and, Adopt Resolution No. 2022-02, "A Resolution declaring certain Town Equipment to be surplus and obsolete and authorizing disposal through sale or donation by the Town Manager or his designee."

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

5. PUBLIC HEARINGS

For items that require a published legal notice and/or a mailed notice.

Public Hearing Procedure:

- A. Staff Report
- B. Mayor opens the hearing for public comment in the following order:
 - i. Project proponents (in favor of proposal)
 - ii. Project opponents (against proposal)
 - iii. Rebuttals – if requested
- C. Mayor closes the hearing
- D. Council discussion and vote

- 5a. p99 1. Conduct a second public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program; and, 2. Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development. (ROLL CALL VOTE)

6. COUNCIL CONSIDERATION

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

- 6a. p117 Consider adopting Resolution No. 2022-__, A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006. (ROLL CALL VOTE)
- 6b. p130 (a) Concur with the recommended approval provided by Exceptions Committee Member Culleton; and, (b) Authorize staff to accept and process a Temporary Use Permit application from the applicant; or, (c) Concur with the recommended denial provided by Exceptions Committee Member Jones; and, (d) Direct staff to not accept and process a Temporary Use Permit application and forward the code enforcement case to legal counsel for abatement; or, Provide alternative direction to town staff. (ROLL CALL VOTE)
- 6c. p138 Discuss and consider providing staff with verbal direction and/or concurrence on the proposed educational campaign for property buyers regarding boundary surveys; or, Direct an alternative directive to town staff. (ROLL CALL VOTE)
- 6d. p140 1. Consider adopting Resolution No. 2022- __, “A Resolution of the Town Council of the Town of Paradise awarding contract No. 7301.CON for the On-System Culvert Repair Project to the lowest responsible and responsive bidder in the amount of their base bid”; and,

2. Consider adopting Resolution No. 2022- __, “A Resolution of the Town Council of the Town of Paradise awarding contract No. 7302.CON for the On-System Hardscape Replacement Project to the lowest responsible and responsive bidder in the amount of their base bid”; and,

3. Consider adopting Resolution No. 2022- __, “A Resolution of the Town Council of the Town of Paradise awarding contract No. 7304.CON for the On-System Sign Replacement Project to the lowest responsible and responsive bidder in the amount of their base bid”; and,

4. Authorize the Town Manager to execute an agreement with the lowest responsible and responsive bidder relating to Contracts 7301.CON, 7302.CON, and 7304.CON and to approve contingency expenditures not exceeding 10% of the base bid. (ROLL CALL VOTE)

6e. p149 1. Consider concurring with staff’s recommendation of Mark Thomas and Company, Inc., to perform professional civil engineering services on the Skyway-Neal Bike/Ped project contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals, and 2. Approving the attached Agreement for Professional Services and authorize the Town Manager to execute an agreement with Mark Thomas and Company, Inc. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

7a1. Discuss whether the Town would implement a mandatory vaccine mandate. (BOLIN)

7b. Council reports on committee representation

7c. Future Agenda Items

8. STAFF COMMUNICATION

8a. Town Manager Report

- Community Development Director

9. CLOSED SESSION

10. ADJOURNMENT

STATE OF CALIFORNIA) COUNTY OF BUTTE)	SS.
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	
<hr/>	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	



Town of Paradise
Council Agenda Summary
Date: January 11, 2022

Agenda Item: 1(e)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Monthly Recovery Update

LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED: None

Background:

This report continues the Monthly Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire. Included in this update are items related to recovery projects, advocacy economic recovery and development, communications and emergency operations.

Analysis:

ECONOMIC DEVELOPMENT

Business Retention and Attraction

Town staff is working with the owner of a business complex in Town to retain and attract businesses by providing demographic information and projections. This information is also being compiled into a marketing sheet to be used for future retention and attraction purposes.

Non-residential market study through the Transportation Master Plan

- Town staff continues to work with our consultant EPS on the Non-Residential Market Study. This study will provide a supply-demand analysis as well a development opportunity site map for use in economic development and business recruitment. It will also be a foundation document for a long term economic recovery plan.
- EPS is also working on a development opportunity site map.

Design Standards through the Transportation Master Plan

- Part of the scope of the transportation master plan includes an update of design standards for the downtown and Clark commercial corridor. While we have design standards currently in place, the re-building of many of these areas provides an opportunity to update those standards to meet the vision of our community now, as well as look for resources available to make design standards more affordable to those rebuilding.
- A draft of updated design standards will be presented to Council in the spring.

RECOVERY

Trees

- Category 3 Tree Removal
 - CalOES/FEMA has completed all tree removal work within the town of Paradise. We do continue to work regularly with CalOES on completing unresolved damage claims. CalOES recently informed me that there are 4 claims within the Town of Paradise that have not been resolved of the 52 claims received.
- Abatement
 - 16 property owners enrolled in the private program who have not removed their trees. (No Change from Dec. Council Report)
 - 211 property owners not enrolled in any program who have not removed their trees. (-17 from Dec. Council Report)
 - There are currently 227 properties at risk for abatement. This is down from 1500 in July 2020 and 850 in January of 2021.
 - In December, 3 properties had trees abated that were determined to be an imminent life safety threat to neighboring structures. 2 of those properties are now fully in compliance with the Hazardous Trees Ordinance.

Long Term Recovery Plan Update

The Town Council approved initiating an update to the LTRP and we are in the planning process. We expect to begin public outreach at the end of January or beginning of February 2022.

Category 4 Tree Removal

Phase 1 is approved but the overall project is pending with FEMA for environmental assessment. We are working through the CEQA needs from the Town to move forward and begin working on designing and implementing the program. Phase 1 contains all aspects of designing the program and identifying which specific trees would be removed. We would then submit those trees for approval to removal in Phase 2.

Early Warning System

Construction funding is pending with FEMA for Hazard Mitigation Grant Program for construction of the siren towers as outlined in the Design and Scoping Plan completed last year. This is a top-priority project for public safety and the Town is working to push for a decision on funding as soon as possible. We continue to work with FEMA/CalOES on final details of the project and we anticipate this project moving forward in the near future.. We have filed a CEQA Notice of Exemption for this project. Upon completion of the noticing period (01/17/22), our CEQA requirements for moving forward with the project would be fulfilled.

Hazardous Fuels Reduction Program

Pending with FEMA for Hazard Mitigation Grant funding. We have been updated by CalOES/FEMA that this project has been linked to the following two projects (Defensible Space Code Enforcement and Residential Ignition Resistant Improvements). We have filed a CEQA Notice of Exemption for this project. Upon completion of the noticing period (01/17/22), our CEQA requirements for moving forward with the project would be fulfilled.

Defensible Space Code Enforcement Program

Pending with FEMA for Hazard Mitigation Grant funding. We recently developed our strategy for moving this project forward and are working with CalOES and FEMA on that process at the same time they are working on their environmental assessment. We have complete our CEQA

requirements for moving forward with the project.

Residential Ignition Resistant Improvement Program

This program is being designed by Town Staff and Ernst and Young. It is intended to provide up to 75% reimbursement, to a cap, to property owners who improve and harden their standing structures to make them more resistant to ignition. Elsewhere in this council agenda we have submitted our request to file a CEQA Notice of Exemption for this project. This will fulfill our CEQA requirements for moving forward with the project.

Reseeding Program

Phase 1 of this project was completed in November with the acceptance of the reseeding plan. Our next step will be to determine how to move forward with the direction for implementation provided by council in November.

Federal Advocacy

- Senate Bill 187 Hazard Eligibility and Local Projects Act (HELP Act) – The Town is providing a letter of support for this bill which would help get federal hazard mitigation assistance to the agencies that need it in a more timely manner. The bill has already passed the House of Representatives with support from Congressman LaMalfa.

COMMUNICATIONS

Text My Gov Communication Tool

- The Town has contracted with Text My Gov to provide information to the public via text message.
- This will allow the Town to answer questions automatically via text message as well as allow residents to opt into push notifications on certain topics.
- Text My Gov will not replace Code Red for emergency notification.

Community Relations Committee (CRC)

- The Committee will hold their monthly meeting on January 12th and will hear an update on recovery projects.
- Committee members continue to distribute a monthly newsletter created by staff.

EMERGENCY MANAGEMENT

- Emergency Operation Plan Update: Constant Associates is now working on the update and we will have more information to report in the coming months. We anticipate a final report this spring.
- Town staff are formulating an EOC Training Exercise calendar to ensure all staff and Council are properly trained and ready for an emergency. The calendar also includes a community drill to help our residents prepare for an emergency.

Financial Impact:

None.



**TOWN OF PARADISE
Council Agenda Summary
Date: January 11, 2022**

Agenda No. 1(e)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Camp Fire Recovery Updates - Infrastructure

COUNCIL ACTION REQUESTED:

1. None, written monthly update only.

Background:

This report continues the Monthly Disaster Recovery Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire.

Analysis:

Road Rehabilitation

As previously covered in related Agenda Summaries and Updates, the Town of Paradise has secured funding from both FEMA and Federal Highways Administration for the purposes of road rehabilitation associated with Camp Fire damages from the fire itself, debris removal and tree removal operations. These projects cover all Town of Paradise publicly owned and maintained roadways, and are ready for project certification to start construction efforts in late 2022.

At this time, and for the last six months in earnest, Paradise Irrigation District has not provided requested information relating to required utility relocation/adjustments needed as a part of the project. In absence of the requested documentation, staff is unable to advance the projects through the Right of Way certification phase, enabling further construction-readiness activities to take place.

Paradise Irrigation District is contesting liability for the costs associated and caused by the Town's road rehabilitation projects. Town staff has communicated codes and standards as well as establishing a burden of proof requirement for Paradise Irrigation District to not be liable for utility relocation costs.

Town staff expects to have verbal updates available during the Council meeting for progress between last month and current conditions.

Transportation Master Plan

Preparation of the Transportation Master Plan (TMP) is well underway. The TMP will evaluate daily and evacuation transportation needs, policy documents, construction standards, and opportunities to support economic development. The Transportation Master Plan will provide a prioritized list of improvements for near-term and long-term construction. All TMP related information can be found here: <https://www.townofparadise.com/pwe/page/transportation-recovery-efforts>

A series of four workshops has been announced for public input and participation in the development of the TMP, listed below:

- Thursday, June 3, 2021: Infrastructure Recovery Update (Completed)
 - Watch recorded workshop [here](#).
- Tuesday, June 22, 2021: Roadway and Traffic Evacuation Planning (Completed)
 - Watch recorded workshop [here](#).
 - 800+ survey responses received, data to be presented under Item 6b of this Council agenda.
- Thursday, July 15, 2021: Downtown and Clark Road Design Standards (Completed)
 - Watch recorded workshop [here](#).
- Thursday, August 12, 2021: Bicycling and Walking Network Review (Completed)
 - Watch recorder workshop [here](#).

All workshops have allowed flexible attendance either [virtually](#) or in-person at Town Hall Council Chambers (5555 Skyway, Paradise).

Currently there are four primary focuses of the Transportation Master Plan:

1. Efforts are currently underway to increase public participation for feedback on the Transportation Master Plan through staffing of tables at various community events and locations. These efforts are mostly focused on Active Transportation Program-type projects such as sidewalks and multi-use bike-pedestrian pathways. Additional outreach and participation with the public to shape project priorities significantly improves our project applications' competitiveness.
2. Multi-agency Emergency Evacuation Planning Task Force has resumed meetings and made significant progress towards addressing major objective's in the Town's Corrective Action Plan. This includes revisions to the Town's Emergency Evacuation and Traffic Control Plan as well as initiating processes to improve regional communication and implementation strategies.
3. Relating to utilities, work is underway for the development of policies, procedures and coordination. This involves the creation of a master map of undergrounding to be used in planning future road rehabilitation projects.
4. Grant application work has been completed for the Community Development Block Grant – Disaster Recovery relating to transportation projects identified through technical analysis and public feedback.

Paradise Sewer Project

Efforts for Past Month:

- Held the following meetings to review project efforts:
 - On November 29, 2021, met with Supervisor Kimmelshue
 - On December 1, 2021, met with Butte LAFCo staff
 - On December 2, 2021, met with Supervisor Teeter
 - On December 7, 2021, met with Supervisor Lucero, Supervisor Ritter and Butte County staff (Joshua Pack and Paula Daneluk)
 - On December 16, 2021, met with Supervisor Conneley

- The Central Valley Regional Water Quality Control Board (Regional Board) hosts meetings of the Sewer Regionalization Project Advisory Committee (SRPAC). The SRPAC met in-person on December 13, 2021 at 1:00 pm at the City of Chico's council chambers. Information about SRPAC meetings, including agendas and meeting minutes, can be found at www.paradisesewer.com.
- Continued analysis and writing efforts for the Draft EIR.
- Continued to update public website (www.paradisesewer.com).
- The City of Chico, through its consultant Carollo Engineers, continued its analysis of the potential to treat Paradise wastewater at the Chico Water Pollution Control Plant.
- Continued funding application efforts.

Efforts for Next Month:

- The next SRPAC meeting is scheduled for January 31, 2022 at the Town of Paradise council chambers.
- Continue writing efforts on the Draft Environmental Impact Report (EIR).
- The City of Chico, through its consultant Carollo Engineers, will continue its analysis of the potential to treat Paradise wastewater at the Chico Water Pollution Control Plant.
- Continue funding application efforts.

Requests/Interactions with County Agencies:

- None identified at this time, beyond the meetings identified above.



Town of Paradise
Council Agenda Summary
Date: January 11th, 2022

Agenda Item: 1e

ORIGINATED BY: Tony Lindsey, CDD, Building & Code Enforcement
REVIEWED BY: Kevin Philips, Town Manager
SUBJECT: Camp Fire Recovery Updates – Code Enforcement
LONG TERM RECOVERY PLAN: No
COUNCIL ACTION REQUESTED:

1. Code Enforcement Update

Background:

The mission of the Code Enforcement Division is to promote and maintain a safe and desirable living and working environment. We help maintain and improve the quality of our community by administering a fair and unbiased enforcement program to correct violations of municipal codes and land use requirements. We work with residents, neighborhood associations, public service agencies, and other Town departments to:

- Facilitate voluntary compliance with Town codes.
- Empower community self-help programs.
- Develop public outreach programs.
- Establish community priorities for enforcement programs.

Analysis:

Code Enforcement receives complaints of violations from staff and general community members. Each complaint is investigated and verified by our Officers. During the month of December (December 3rd – December 27th) Code Enforcement worked a total of 85 RV violations spread throughout Town. 12 locations had a Temporary Use Permit (TUP) and 73 unpermitted sites did not. By the end of this reporting period, the total number of RV cases was reduced to 74, 68 without TUP and 6 with TUP. (Map Exhibit A)

TUPs issued under ORD 612 as of 12/27/2021 = 299 (Map Exhibit B)

- Storage only – 33 (33)
- Occupied & issued – 266 (270)
- 238 (80%) are owner applied/occupied.

Below are the statistics of our current RV Code Enforcement activity for the reporting period and included for reference are the last reporting period numbers in parenthesis.

- Sites without TUP's – 73 (71)

- Sites with TUP Violations – 12 (18)
- Sites with Administrative Warnings – 85 (89)
- Sites with 1st Administrative citation issued – 56 (60)
- Sites with 2nd Administrative citation issued – 37 (40)
- Sites with 3rd Administrative citation issued – 20 (17)
- Compliance Gained RV cases closed – 11 (10)
 - 4 RVs removed
 - 7 Violation resolved (weed & debris removed, building permit issued)

The Community Enhancement Outreach Team, consisting of Fire Prevention, Police, Housing, and Code Enforcement staff visited 20 RV sites.

- 16 community members were contacted:
 - 11 were tenants and did not own property.
 - 5 owner-occupied.
 - 2 purchased the property post-Camp Fire.
 - 2 are being assisted by Housing.
 - 1 accepted flyers for the Town's programs.

Town Attorney staff sent nine (9) Nuisance properties final 30-day warning letters to abate the nuisance conditions. Work continues on the remainder and each site is monitored for compliance. Two (2) have self-abated removing the municipal code violations (refuse, debris, weed abatement, and RV's removed). Code prepared 4 more nuisance property files for Town attorney review.

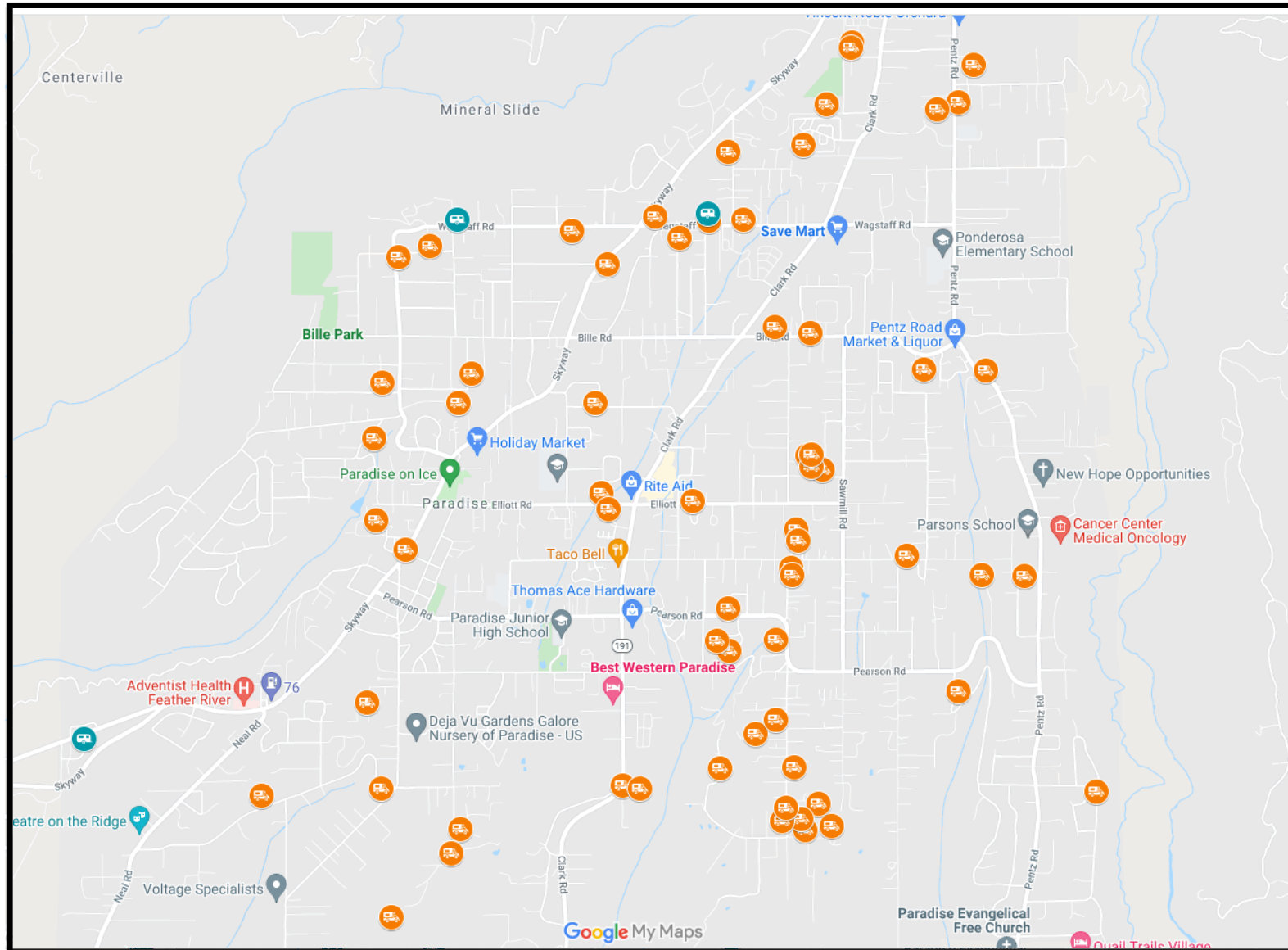
Other Code Enforcement Items:

- Abandoned Vehicle Authority abatements – 18 (9)
 - 6 vehicles were towed.
 - 12 voluntarily removed.
- Complaints regarding: Waste and Refuse, Building without Permits, Camping, Cargo Containers, Grading, Erosion control, Fire Hazards, etc.

Fire Prevention is built upon the philosophy of three main objectives: Education, Engineering, and Enforcement. Fire Prevention is a vital function in the community and our continued economic development. Our defensible space and hazardous fuel management ordinance requires property owners to keep their parcels fire safe, whether they live in Town or not. Beginning on May 3rd our sole Fire Prevention Inspector began the task of performing weed abatement inspections on 11,086 parcels within our community.

The following is the number of Defensible Space Program inspections that have been completed as of 12/27/2021:

- Compliant – 8,177 (7,746)
- Non-compliant – 2,406 (2,824)
- Code Enforcement Referrals – 603 (515)
 - 461 Active Code Cases
 - 142 Closed Code Cases, weeds, log decks, and debris removed.



6

Violations w/ TUP

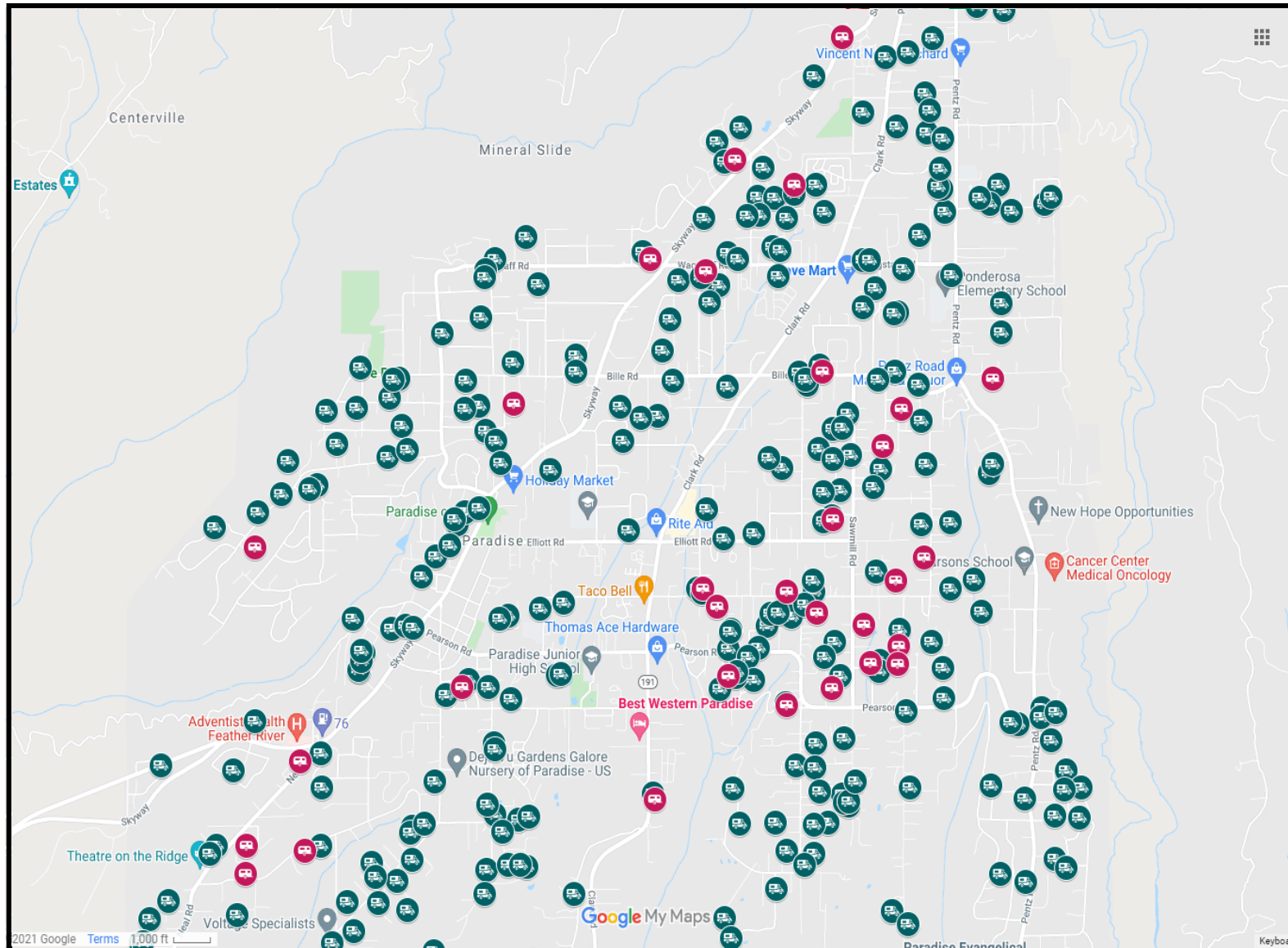


68

RV no TUP

EXHIBIT B

TUPs under ORD 612



RV TUP STORAGE ONLY

33



RV TUP OCCUPIED

266

Town of Paradise: Housing Programs and Accomplishments



1

Rebuild Advocate Program

The Town of Paradise has Rebuild Advocates to assist with navigating insurance, FEMA or SBA; understanding additional financing options; selecting a contractor; submitting plans, or any part of the rebuild process. Advocates are here to help overcome the challenges of rebuilding.

To-date 724 households have sought RA services, most have had multiple interactions.

Available Monday through Friday from

8:00am to 5:00pm at the
Building Resiliency Center
6295 Skyway

Call 530-872-6291 x430



2

"Dear Karen, Thanks for your email. I wanted to let you know that we successfully rebuilt on my mother's lot and moved in mid-June 2021. Our beautiful new home is based on the "Hemlock House" floorplan from the Rebuild Paradise Foundation's design library. Starting with those plans gave us a huge jumpstart on rebuilding. We also found our contractor, Jamie Romero, from the Chamber of Commerce listing. After visiting my parents since the mid-80's in Paradise, my husband and I had hoped to retire in Paradise, too. Now, Jack and I and Mom -- an active 97-year old -- are happy to be here. We cannot say enough good things about our friendly and helpful neighbors and all those from the town who assisted with the rebuild process. Thanks for all you do. Take care," -- Debbie

3

Town of Paradise Owner-Occupied Housing Rehabilitation/ Reconstruction Program (\$23 million)

- The intention of this program is to help homeowners bring substandard living conditions up to a standard level. Minimum of \$2,000 in repairs, maximum up to \$425,000 but most are limited to \$150,000.
- Deferred loan with no payments for 30 years as long as you continue to own and reside at the property; low interest rate (3% simple interest for the first 10 years); forgiveness of all Interest after year 20.

To-date 11 homes rebuilt, 18 under construction and 36 in the application process. Now working directly with RecoverCA on many more.



4

"I could not have done it without your help! I didn't know that my insurance would allow my block home or that the Town would help me financially. You gave me faith that I could do it. The Camp Fire was a rude awaking, but the rebuild was a happy experience. It was a journey to get here, and I learned there were many, many steps and small wins at each step. I feel better about myself and how I live now. I am better off. You will be a life-long friend. I don't have a mortgage payment, and now I can live life. I wish I could talk others into using this program." -- Linda, 68 years old.

"It was a learning experience, because I never did anything like this before. I have difficulty with my vision and it took a while, but we did it! Sarah was very good working with me. I was slow, but she kept prompting me and helping me. I am very please. It is so good to be home. It is like a weight has been lifted off of me. Out my window doesn't look like it used to, but that is progressing as well." -- Gail, 83 years old

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Town of Paradise First-Time Homebuyer Program

- The intention of this program is to help make home-ownership more affordable by providing assistance toward the purchase price and closing costs of an owner-occupied, affordable housing unit. Maximum assistance is \$40,000 and maximum purchase price is \$440,880.
- Deferred loan with no payments for 30 years as long as you continue to own and reside at the property; low interest rate (3% simple interest for the first 10 years); forgiveness of all Interest after year 20.

To-date 3 homes purchased and 6 applications in process. Teaming up with Habitat and CHIP.



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"The whole process was great! It is awesome that the Town has this available; it made a huge difference for us. It is not available in Chico, and we probably wouldn't be able to get into a home quickly if not for this program. Our kids are in school here and making friends. It is great." – anonymous, family of 4

7

CDBG-DR Multifamily Rental Housing Program (\$55 million)

- Goal is to create affordable renting housing
- Large projects (8+ units) first round of project applications due December 21, 2021
- **3 project applications received and 3 more local groups interested in next round of funding**
- Small projects (1-7 units) program being proposed to HCD.



9

Town of Paradise Septic Grant Program (\$570,000)

- Aims to assist Camp Fire survivors to repair or replace septic systems damaged or destroyed during the Camp Fire or subsequent clean-up efforts. Grants up to \$17,000 may assist qualifying property owners who were uninsured or underinsured. No income limits.
- Eligible repairs include: septic tank repair or replacement, leach line repair or replacement, complete replacement of gravity-fed, pressure dosed and engineered systems.
- Owner must: have owned property at the time of the fire, submit an application, have their system inspected with necessary repairs identified, and provide insurance claim and/or FEMA assistance.

To-date 17 application in process.

Available Monday through Friday from
8:00am to 5:00pm at the
Building Resiliency Center
6295 Skyway
Call 530-872-6291 x429



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Additional programs

- **Butte County Community Development:** similar programs. <https://www.buttecounty.net/economicdevelopment/Community-Development> or call (530) 552-3338
- **ReCoverCA:** grant from the State to assist residents rebuild their homes. <https://recover.hcd.ca.gov/>
- **Rebuild Paradise Foundation:** annual Expo, mastered floor plans, grants to help with infrastructure costs, insurance resources. <https://www.rebuildparadise.org/>
- **USDA Rural Development:** offers loans that can acquire property, assist with construction financing, and ultimately be the permanent financing; also loans/grants for repairs. <https://www.rd.usda.gov/programs-services/single-family-housing-programs> or call the Oroville office at (530) 534-0112
- **Habitat for Humanity of Butte County:** 10 home/year for 3 years! <https://www.buttehabitat.org/> or call (530) 332-0821
- **Community Housing Improvement Project:** 4 new self-help builds plus OOR self-help <https://www.chiphousing.org/> or call (530) 891-6931

10



TOWN COUNCIL Meeting Minutes

6:00 PM – December 14, 2021

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Crowder at 6:01 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Culleton.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve “Woody” Culleton, Jody Jones, Rose Tryon and Steve Crowder, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Clerk Dina Volenski, Town Attorney Scott E. Huber, Public Works Director/Town Engineer Marc Mattox, Finance Director Ross Gilb, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Fire Chief Garrett Sjolund, Recovery and Economic Development Director Colette Curtis, Principal Engineer Ashley Stanley, Chief Eric Reinbold, and Deputy Town Clerk Melanie Norris.

1a. Mayor Crowder presented the “Year in Review”.

1. John Miller George spoke on this item.

1b. Town Clerk Volenski, as temporary Chair, opened the nominations for selection of Mayor for a one-year term beginning December 14, 2021 through December 13, 2022.

Council Member Jones nominated Steve Crowder to serve as Mayor for a one-year term beginning December 14, 2021 through December 13, 2022.

MOTION by Culleton, seconded by Bolin, closed the nominations for the position of Mayor. All Council concurred to close the nomination.

As no other member was nominated, Steve Crowder was appointed to serve as Mayor for a one-year term beginning December 14, 2021 through December 13, 2022.

1. John Miller George spoke on this item.

1c. Town Clerk Volenski turned the meeting over to Mayor Crowder who opened nominations for the position of Vice-Mayor for a one-year term commencing December 14, 2021 through December 13, 2022.

Council Member Jones nominated Greg Bolin to serve as Vice-Mayor for a one-year term beginning December 14, 2021 through December 13, 2022.

MOTION by Jones, seconded by Culleton, closed the nominations for the position of Vice Mayor. All Council concurred to close the nomination.

As no other member was nominated, Greg Bolin was appointed to serve as Vice-Mayor for a one-year term beginning December 14, 2021 through December 13, 2022.

- 1d. Camp Fire Recovery Updates: The following items were written reports included in the agenda packet:

Colette Curtis, Recovery and Economic Development Director - Recovery projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.

Recovery and Economic Development Director Colette Curtis and Town Manager Phillips answered questions on the status of the Category 3 Tree FEMA reimbursement request.

Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update

Marc Mattox, Town Engineer answered questions regarding delays in the road repaving project. Town Attorney Scott Huber answered questions regarding a meeting with a citizen concerning the Sewer Project.

Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update

1. John Miller George spoke on this item.

- 1e. Principal Engineer Ashley Stanley presented an update on the Paradise Sewer Project and Council Member Jones reported on the Paradise Sewer Regionalization Project Committee's activities.

2. CONSENT CALENDAR

MOTION by Bolin, seconded by Culleton, approved consent calendar items 2a through 2i. Roll call vote was unanimous.

- 2a. Approved minutes from the November 9, 2021 Special and Regular Town Council meetings.
- 2b. Approved November 2021 Cash Disbursements in the amount of \$2,289,881.15.
- 2c. Waived the second reading of the entire Town Ordinance No. 614 and approve reading by title only; and, adopted Town Ordinance No. 614, "An

Ordinance Amending Chapter 8.58.060 section E to the Paradise Municipal Code Relating to Defensible Space and Hazardous Fuel Management”.

- 2d. Concurred with staff recommendation to file CEQA Notices of Exemption for four disaster recovery projects. 1-Residential Ignition Resistant Improvement Program, 2-Early Warning System, 3-Hazardous Fuels Reduction Project and 4-Category 4 Tree Removal.
- 2e. Concurred with staff recommendation to file CEQA Notice of Exemption for the Butte Fire Safe Council Fuel Reduction Grazing Project.
- 2f. 1. Concurred with the recommended approvals provided by Exceptions Committee Members Culleton and Jones; and, 2. Authorized staff to accept and process Temporary Use Permit applications from the applicants.
- 2g. Adopted Resolution No. 21-52, “A Resolution of the Town Council of the Town of Paradise Authorizing Agents to Execute an Application with the California Governor’s Office of Emergency Services for Obtaining Certain Federal Financial Assistance.”
- 2h. Authorized the Town Manager to execute an amendment to the agreement for professional services with Management Partners originally dated January 19, 2021 to extend the terms of the agreement from August 31, 2021 to June 30, 2022.
- 2i. 1. Declared described equipment as surplus property; and, 2. Adopted Resolution No. 21-53, “A Resolution of the Town Council of the Town of Paradise Declaring Certain Town Property to be Surplus and Authorizing Disposal Thereof.”

1. John Miller George spoke on this item.

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

- 1. Ward Habriel commented on the dig once policy and gifted daffodils to Council.
- 2. Jon Remalia commented that he thought the Town had changed for the better.
- 3. John Miller George commented on the difficulties of rebuilding in the Town of Paradise.

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

- 6a. Council appointed Council representatives and alternates to represent the Town of Paradise on various local and regional boards, committees, and commissions. (Committee assignments attached) (120-10-010)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

1. Council discussed a potential requirement to have properties surveyed prior to the listing or selling of the property and directed staff to research its feasibility and report different options back to the Town Council.

7b. Council reports on committee representation

Vice-Mayor Bolin attended the Truck Parade, Tree Lighting Ceremony and the LAFCo meeting.

Council Member Jones attended a BCAG meeting.

Council Member Culleton attended a Consortium of Care meeting.

Mayor Crowder attended the Veteran's Day Ceremony; the ribbon cutting for Achieve Charter School; toured the new Jesus Center and Paradise Community Village with Assemblyman James Gallagher; attended the Truck Parade and Tree Lighting; and reported on the final District Map which was approved by the Butte County Board of Supervisors on December 14th.

7c. Future Agenda Items - None

8. STAFF COMMUNICATION

8a. Town Manager Phillips reported on the new composting requirements and informed the Town Council that the Town filed for an exemption as the obligation for compliance was based off of the jurisdictional population and garbage tonnage in 2014. Cal Recycle denied the request for exemption, however, Town Manager Phillips did report that as long as a jurisdiction is making attempts to comply, it will not be fined. The Town intends to go through the legislative process to get the Town's base year to be moved from 2014 to 2019.

Town Manager Phillips thanked staff for their work and provided an overview of each department's successes. He shared that the Town has been awarded the California Resilience Challenge Grant which will be used to explore ways Paradise could qualify for lower insurance rates. The Town is moving forward with the Long-Term Recovery Plan update and will schedule Council and community meetings for input, after the new year.

Town Manager Phillips also provided an overview of the Habitat for Humanity program in Paradise.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Crowder adjourned the Council meeting at 7:50 p.m.

Date approved:

By:

Steve Crowder, Mayor

Attest:

Dina Volenski, CMC, Town Clerk



2022 TOWN COUNCIL REPRESENTATION

BUTTE COUNTY COMMITTEES/COMMISSIONS

BUTTE COUNTY		Bolin	Crowder	Culleton	Jones	Tryon
1.	Air Quality Management District				A	R
2.	Association of Governments				R	A
3.	City Selection Committee (Mayor)		R			
4.	Disaster Council (Mayor)		R			
5.	Local Area Formation Commission (LAFCo) (Bolin was appointed through 5/2023 – Appointed by City Selection Committee)	R				
6.	Mosquito and Vector Control Board			Melissa	Schuster	
7.	Waste Mgt Local Task Force			R		A
8.	City/County Ad Hoc Committee			R		
9.	Tourism Business Improvement District (TBID)			Colette	Curtis	
10.	Continuum of Care			R		
11.	Butte County Fire Safe Council					R

LOCAL COMMITTEES/COMMISSIONS

PARADISE		Bolin	Crowder	Culleton	Jones	Tryon
1.	Paradise Community Village	R		A		
2.	Paradise Irrigation District Liaison				R	R
3.	Paradise Rec. & Park District Liaison		R	R		
4.	Paradise Solid Waste Committee			R		R
5.	Onsite Ad Hoc Committee	R	R			
6.	Finance Committee (Mayor & Vice Mayor)	R	R			
7.	Butte County Oversight Board				R	
8.	Paradise Sewer Regionalization Project Advisory Committee		R		R	

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
December 1, 2021 - December 31, 2021



CASH DISBURSEMENTS REPORT
December 1, 2021 - December 31, 2021

Check Date	Pay Period End	Description	Amount	Total
12/10/2021	12/5/2021	Net Payroll - Direct Deposits and Checks	\$ 171,180.86	
12/24/2021	12/19/2021	Net Payroll - Direct Deposits and Checks	<u>171,572.01</u>	\$ 342,752.87
Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	317,248.54	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$ 3,011,281.73</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>3,328,530.27</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 3,671,283.14</u></u>

APPROVED BY: _____
Kevin Phillips, Town Manager

APPROVED BY: _____
Ross Gilb, Finance Director / Town Treasurer

TOWN OF PARADISE
Payment Register

From Payment Date: 12/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
79456	12/02/2021	Open			Accounts Payable	4LEAF, Inc	\$140,312.74		
79457	12/02/2021	Open			Accounts Payable	A Stitch Above Embroidery & Shirt Printing	\$87.14		
79458	12/02/2021	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$34.09		
79459	12/02/2021	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$463.32		
79460	12/02/2021	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$727.01		
79461	12/02/2021	Open			Accounts Payable	Alvies, Sheris	\$61.45		
79462	12/02/2021	Open			Accounts Payable	ANIMAL HOSPITAL/VETMOBILE	\$165.00		
79463	12/02/2021	Open			Accounts Payable	Aryus Homes	\$46,275.11		
79464	12/02/2021	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.95		
79465	12/02/2021	Open			Accounts Payable	AT&T MOBILITY	\$159.01		
79466	12/02/2021	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$210.49		
79467	12/02/2021	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$22.77		
79468	12/02/2021	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$4,872.62		
79469	12/02/2021	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,115.54		
79470	12/02/2021	Open			Accounts Payable	Big O Tires	\$260.00		
79471	12/02/2021	Open			Accounts Payable	Bill G Donovan	\$565.52		
79472	12/02/2021	Open			Accounts Payable	Bill G Donovan	\$750.00		
79473	12/02/2021	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$9,166.67		
79474	12/02/2021	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
79475	12/02/2021	Open			Accounts Payable	Bug Smart	\$83.00		
79476	12/02/2021	Open			Accounts Payable	BUTTE COLLEGE, PUBLIC SERVICE CENTER	\$1,440.00		
79477	12/02/2021	Open			Accounts Payable	Creative Composition Inc	\$56.84		
79478	12/02/2021	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$781.25		
79479	12/02/2021	Open			Accounts Payable	Dewberry Engineers Inc.	\$88,013.54		
79480	12/02/2021	Open			Accounts Payable	Down Range Indoor Training Center	\$201.57		
79481	12/02/2021	Open			Accounts Payable	Downtown Ford Sales	\$87,495.84		
79482	12/02/2021	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
79483	12/02/2021	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$124.03		
79484	12/02/2021	Open			Accounts Payable	Granicher Appraisals, Inc	\$350.00		
79485	12/02/2021	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$274.78		
79486	12/02/2021	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$22,320.00		
79487	12/02/2021	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$3,264.58		
79488	12/02/2021	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$3,684.50		
79489	12/02/2021	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$253.99		
79490	12/02/2021	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$259.62		
79491	12/02/2021	Open			Accounts Payable	James or Lavenia Riotto	\$500.00		
79492	12/02/2021	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$233,807.92		
79493	12/02/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$739.53		
79494	12/02/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$1,100.00		
79495	12/02/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,256.27		
79496	12/02/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$4,431.45		
79497	12/02/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,617.79		
79498	12/02/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$34,785.19		
79499	12/02/2021	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$507.25		
79500	12/02/2021	Open			Accounts Payable	MOBILE MINI INC	\$475.93		
79501	12/02/2021	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$48.66		
79502	12/02/2021	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$9,333.24		

TOWN OF PARADISE
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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
79503	12/02/2021	Open			Accounts Payable	NV5, Inc.	\$496.33		
79504	12/02/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$222.07		
79505	12/02/2021	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$222.74		
79506	12/02/2021	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$22,237.38		
79507	12/02/2021	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,528.44		
79508	12/02/2021	Open			Accounts Payable	PARADISE POST	\$292.24		
79509	12/02/2021	Open			Accounts Payable	Peters, Habib, McKenna, Juhl-Rhodes & Cardoza, LLP	\$1,215.00		
79510	12/02/2021	Open			Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CTR.	\$408.00		
79511	12/02/2021	Open			Accounts Payable	Santander Leasing LLC	\$7,926.51		
79512	12/02/2021	Open			Accounts Payable	SBA Monarch Towers III LLC	\$160.10		
79513	12/02/2021	Open			Accounts Payable	Spherion Staffing	\$8,398.99		
79514	12/02/2021	Open			Accounts Payable	Stratti	\$8,951.14		
79515	12/02/2021	Open			Accounts Payable	T and S DVBE Inc.	\$190.07		
79516	12/02/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$1,640.12		
79517	12/02/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$364.96		
79518	12/02/2021	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$68.73		
79519	12/02/2021	Open			Accounts Payable	Tri Flame Propane	\$183.62		
79520	12/02/2021	Open			Accounts Payable	UNITED RENTALS, INC.	\$2,049.73		
79521	12/02/2021	Open			Accounts Payable	Urban Design Renovation & Construction Inc	\$20,000.00		
79522	12/02/2021	Open			Accounts Payable	Vit Builders LLC	\$336.34		
79523	12/02/2021	Open			Accounts Payable	Afiac	\$57.98		
79524	12/02/2021	Open			Accounts Payable	Met Life	\$9,296.50		
79525	12/02/2021	Open			Accounts Payable	OPERATING ENGINEERS	\$952.00		
79526	12/02/2021	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,714.16		
79527	12/02/2021	Open			Accounts Payable	SUN LIFE INSURANCE	\$5,923.40		
79528	12/02/2021	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$777.19		
79529	12/02/2021	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$80.00		
79530	12/14/2021	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$1,200.00		
79531	12/14/2021	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
79532	12/16/2021	Open			Accounts Payable	4LEAF, Inc	\$124,667.23		
79533	12/16/2021	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$89.81		
79534	12/16/2021	Open			Accounts Payable	ALLSTAR FIRE EQUIPMENT	\$2,154.96		
79535	12/16/2021	Open			Accounts Payable	American River Benefit Administrators	\$16.80		
79536	12/16/2021	Open			Accounts Payable	Asbury Environmental Services	\$229.69		
79537	12/16/2021	Open			Accounts Payable	AT&T MOBILITY	\$79.54		
79538	12/16/2021	Open			Accounts Payable	Balken Construction	\$15,000.00		
79539	12/16/2021	Open			Accounts Payable	Balken Construction	\$19,903.00		
79540	12/16/2021	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$175.00		
79541	12/16/2021	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$175.00		
79542	12/16/2021	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$175.00		
79543	12/16/2021	Open			Accounts Payable	Big O Tires	\$1,006.25		
79544	12/16/2021	Open			Accounts Payable	Biometrics4ALL, Inc	\$15.00		
79545	12/16/2021	Open			Accounts Payable	BUTTE CO RECORDER	\$580.00		
79546	12/16/2021	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$80.00		
79547	12/16/2021	Open			Accounts Payable	CA LAW ENF. ASSOC. OF RECORDS SUPERVISORS, INC.	\$50.00		
79548	12/16/2021	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$509.00		
79549	12/16/2021	Open			Accounts Payable	COMCAST CABLE	\$394.78		

TOWN OF PARADISE
Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
79550	12/16/2021	Open			Accounts Payable	COMCAST CABLE	\$409.78		
79551	12/16/2021	Open			Accounts Payable	COMCAST CABLE	\$139.78		
79552	12/16/2021	Open			Accounts Payable	Constant Associates	\$2,970.00		
79553	12/16/2021	Open			Accounts Payable	COOK, DEBBIE	\$535.01		
79554	12/16/2021	Open			Accounts Payable	COPWARE, INC.	\$615.00		
79555	12/16/2021	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$648.62		
79556	12/16/2021	Open			Accounts Payable	Creative Composition Inc	\$209.14		
79557	12/16/2021	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$595.50		
79558	12/16/2021	Open			Accounts Payable	Door Company Inc, The	\$496.00		
79559	12/16/2021	Open			Accounts Payable	Downtown Ford Sales	\$93,532.73		
79560	12/16/2021	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$410.51		
79561	12/16/2021	Open			Accounts Payable	Elegant Renovations Inc.	\$18,475.00		
79562	12/16/2021	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$4,158.00		
79563	12/16/2021	Open			Accounts Payable	Entersect	\$109.95		
79564	12/16/2021	Open			Accounts Payable	Ernst & Young US LLP	\$51,372.00		
79565	12/16/2021	Open			Accounts Payable	FEDERAL EXPRESS	\$35.44		
79566	12/16/2021	Open			Accounts Payable	Granicher Appraisals, Inc	\$350.00		
79567	12/16/2021	Open			Accounts Payable	Granicher Appraisals, Inc	\$350.00		
79568	12/16/2021	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,296.00		
79569	12/16/2021	Open			Accounts Payable	Herc Rentals Inc.	\$6,655.93		
79570	12/16/2021	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$3,840.00		
79571	12/16/2021	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$20,800.00		
79572	12/16/2021	Open			Accounts Payable	Hulls Nor Cal Window & Door, Inc.	\$2,452.12		
79573	12/16/2021	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$15,384.55		
79574	12/16/2021	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$642.41		
79575	12/16/2021	Open			Accounts Payable	J.J.R. Enterprises Inc	\$991.99		
79576	12/16/2021	Open			Accounts Payable	James or Lavenia Riotto	\$1,050.00		
79577	12/16/2021	Open			Accounts Payable	Jennifer Arbuckle	\$2,056.50		
79578	12/16/2021	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$560.80		
79579	12/16/2021	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$420.54		
79580	12/16/2021	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		
79581	12/16/2021	Open			Accounts Payable	KP Research Services, Inc.	\$1,200.00		
79582	12/16/2021	Open			Accounts Payable	L.N. CURTIS & SONS	\$573.50		
79583	12/16/2021	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$173.85		
79584	12/16/2021	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$28.50		
79585	12/16/2021	Open			Accounts Payable	MANN, URRUTIA, NELSON, CAS & ASSOC, LLP	\$7,000.00		
79586	12/16/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$670.58		
79587	12/16/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$6,526.26		
79588	12/16/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$5,532.77		
79589	12/16/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$4,844.35		
79590	12/16/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$600.00		
79591	12/16/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$1,617.44		
79592	12/16/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,309.02		
79593	12/16/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$3,280.76		
79594	12/16/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$5,028.20		
79595	12/16/2021	Open			Accounts Payable	Mennonite Disaster Service	\$18,270.00		
79596	12/16/2021	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$900.00		

TOWN OF PARADISE
Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
79597	12/16/2021	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$240.39		
79598	12/16/2021	Open			Accounts Payable	MUNICIPAL CODE CORP	\$4,199.00		
79599	12/16/2021	Open			Accounts Payable	North State Tire Co. Inc.	\$477.07		
79600	12/16/2021	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$11,083.95		
79601	12/16/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,487.91		
79602	12/16/2021	Open			Accounts Payable	OROVILLE FORD	\$62,921.65		
79603	12/16/2021	Open			Accounts Payable	Oroville Tow & Salvage	\$510.00		
79604	12/16/2021	Open			Accounts Payable	Pacific Credit Services (PCS)	\$150.00		
79605	12/16/2021	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$2,014.70		
79606	12/16/2021	Open			Accounts Payable	PARADISE POST	\$226.79		
79607	12/16/2021	Open			Accounts Payable	PETERSON TRACTOR CO	\$169.96		
79608	12/16/2021	Open			Accounts Payable	Powell Roofing Co	\$662.50		
79609	12/16/2021	Open			Accounts Payable	R B SPENCER INC	\$1,524.56		
79610	12/16/2021	Open			Accounts Payable	RENTAL GUYS - CHICO	\$95.45		
79611	12/16/2021	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$1,707.66		
79612	12/16/2021	Open			Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CTR.	\$178.00		
79613	12/16/2021	Open			Accounts Payable	Sigler Pest Control	\$50.00		
79614	12/16/2021	Open			Accounts Payable	Sky Ridge Builders	\$8,400.00		
79615	12/16/2021	Open			Accounts Payable	Sky Ridge Builders	\$3,500.00		
79616	12/16/2021	Open			Accounts Payable	Sky Ridge Builders	\$15,000.00		
79617	12/16/2021	Open			Accounts Payable	Sky Ridge Builders	\$30,000.00		
79618	12/16/2021	Open			Accounts Payable	Spherion Staffing	\$6,770.09		
79619	12/16/2021	Open			Accounts Payable	Stratti	\$30,329.41		
79620	12/16/2021	Open			Accounts Payable	Tahoe Pure Water Co.	\$22.50		
79621	12/16/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$1,450.30		
79622	12/16/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$234.06		
79623	12/16/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$374.80		
79624	12/16/2021	Open			Accounts Payable	Tri Flame Propane	\$181.31		
79625	12/16/2021	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$288.00		
79626	12/16/2021	Open			Accounts Payable	VERIZON WIRELESS	\$1,139.01		
79627	12/16/2021	Open			Accounts Payable	VERIZON WIRELESS	\$694.49		
79628	12/16/2021	Open			Accounts Payable	VERIZON WIRELESS	\$345.38		
79629	12/16/2021	Open			Accounts Payable	VERIZON WIRELESS	\$576.66		
79630	12/16/2021	Open			Accounts Payable	White Glove Cleaning Svc Inc, Theresa Contreras	\$5,458.00		
79631	12/16/2021	Open			Accounts Payable	WILSON PRINTING	\$80.44		
79632	12/16/2021	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$3,747.62		
79633	12/16/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$153.64		
79634	12/16/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$35,263.72		
79635	12/16/2021	Open			Accounts Payable	WURTH USA INC.	\$274.56		
79636	12/21/2021	Open			Accounts Payable	Bidwell Truck & Auto	\$31,029.18		
79637	12/27/2021	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$1,200.00		
79638	12/27/2021	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
79639	12/29/2021	Open			Accounts Payable	4LEAF, Inc	\$92,486.94		
79640	12/29/2021	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$130.59		
79641	12/29/2021	Open			Accounts Payable	Alvies, Sheris	\$23.57		
79642	12/29/2021	Open			Accounts Payable	Aristotle Custom Homes	\$17,573.50		
79643	12/29/2021	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,051.52		

TOWN OF PARADISE
Payment Register

From Payment Date: 12/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
79644	12/29/2021	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.95		
79645	12/29/2021	Open			Accounts Payable	AT&T MOBILITY	\$89.46		
79646	12/29/2021	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$210.49		
79647	12/29/2021	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$22.91		
79648	12/29/2021	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$4,900.42		
79649	12/29/2021	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,115.54		
79650	12/29/2021	Open			Accounts Payable	Axon Enterprise Inc	\$840.45		
79651	12/29/2021	Open			Accounts Payable	Bear, Jedidiah E	\$174.97		
79652	12/29/2021	Open			Accounts Payable	Big O Tires	\$160.00		
79653	12/29/2021	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
79654	12/29/2021	Open			Accounts Payable	Cole Huber LLP	\$60,066.18		
79655	12/29/2021	Open			Accounts Payable	COMCAST CABLE	\$389.78		
79656	12/29/2021	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$926,797.85		
79657	12/29/2021	Open			Accounts Payable	Dewberry Engineers Inc.	\$26,380.22		
79658	12/29/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$4,787.42		
79659	12/29/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$25,885.42		
79660	12/29/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$1,157.20		
79661	12/29/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$14,575.96		
79662	12/29/2021	Open			Accounts Payable	Downtown Ford Sales	\$95,306.12		
79663	12/29/2021	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$1,560.67		
79664	12/29/2021	Open			Accounts Payable	ENVIROTECH SERVICES, INC.	\$5,656.45		
79665	12/29/2021	Open			Accounts Payable	ESPLANADE OFFICE	\$2,029.36		
79666	12/29/2021	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$224.24		
79667	12/29/2021	Open			Accounts Payable	FLORES TOOL & FASTENER	\$44.41		
79668	12/29/2021	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$135.00		
79669	12/29/2021	Open			Accounts Payable	Free Style Embroidery	\$362.51		
79670	12/29/2021	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
79671	12/29/2021	Open			Accounts Payable	Guardian Public Safety Background Investigations	\$1,630.00		
79672	12/29/2021	Open			Accounts Payable	HDR Engineering, Inc	\$46,825.39		
79673	12/29/2021	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$1,870.03		
79674	12/29/2021	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$21,735.42		
79675	12/29/2021	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$1,922.50		
79676	12/29/2021	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$827.14		
79677	12/29/2021	Open			Accounts Payable	INTERSTATE SALES	\$456.59		
79678	12/29/2021	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$197.90		
79679	12/29/2021	Open			Accounts Payable	L.N. CURTIS & SONS	\$971.63		
79680	12/29/2021	Open			Accounts Payable	Merck Animal Health	\$770.18		
79681	12/29/2021	Open			Accounts Payable	MOBILE MINI INC	\$475.93		
79682	12/29/2021	Open			Accounts Payable	MUNICIPAL CODE CORP	\$749.00		
79683	12/29/2021	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
79684	12/29/2021	Open			Accounts Payable	North State Tire Co. Inc.	\$3,271.73		
79685	12/29/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$290.75		
79686	12/29/2021	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,236.80		
79687	12/29/2021	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,397.74		
79688	12/29/2021	Open			Accounts Payable	Peters, Habib, McKenna, Juhl-Rhodes & Cardoza, LLP	\$4,450.00		
79689	12/29/2021	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$263.39		
79690	12/29/2021	Open			Accounts Payable	Riebes Auto Parts-Public Works	\$240.71		

TOWN OF PARADISE
Payment Register

From Payment Date: 12/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
79691	12/29/2021	Open			Accounts Payable	Scotts PPE Recon Inc.	\$593.44		
79692	12/29/2021	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$80.00		
79693	12/29/2021	Open			Accounts Payable	SKYWAY TOOL CENTER	\$278.83		
79694	12/29/2021	Open			Accounts Payable	Spherion Staffing	\$9,450.43		
79695	12/29/2021	Open			Accounts Payable	Tahoe Pure Water Co.	\$67.50		
79696	12/29/2021	Open			Accounts Payable	Tetra Tech - EMI	\$26,681.25		
79697	12/29/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$1,791.96		
79698	12/29/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$25.72		
79699	12/29/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$79.47		
79700	12/29/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$150.04		
79701	12/29/2021	Open			Accounts Payable	Training Alliance for Public Safety, Inc.	\$1,680.00		
79702	12/29/2021	Open			Accounts Payable	Tri Flame Propane	\$351.18		
79703	12/29/2021	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$90.00		
79704	12/29/2021	Open			Accounts Payable	Urban Planning Partners Inc	\$28,750.97		
79705	12/29/2021	Open			Accounts Payable	VistaNet Inc.	\$30.00		
79706	12/29/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$24,753.10		
79707	12/29/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$17,006.57		
79708	12/29/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$2,256.66		
Type Check Totals:							\$3,032,872.48		
253 Transactions									
<u>EFT</u>									
1229	12/02/2021	Open			Accounts Payable	CALPERS	\$112,462.36		
1230	12/06/2021	Open			Accounts Payable	STATE BOARD OF EQUALIZATION	\$103.22		
1231	12/09/2021	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$9,349.68		
1232	12/09/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$31,973.70		
1233	12/14/2021	Open			Accounts Payable	CALPERS - RETIREMENT	\$43,592.40		
1234	12/14/2021	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,435.00		
1235	12/21/2021	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$8,662.68		
1236	12/21/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$30,395.12		
1237	12/27/2021	Open			Accounts Payable	CALPERS - RETIREMENT	\$44,098.63		
1238	12/27/2021	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,585.00		
Type EFT Totals:							\$295,657.79		
10 Transactions									
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	253	\$3,032,872.48	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	253	\$3,032,872.48	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$295,657.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$295,657.79	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount

TOWN OF PARADISE

Payment Register

From Payment Date: 12/1/2021 - To Payment Date: 12/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
					Open	263	\$3,328,530.27	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	263	\$3,328,530.27	\$0.00	



Town of Paradise
Council Agenda Summary
Date: January 11, 2022

Agenda Item: 2(c)

ORIGINATED BY: Kevin Phillips, Town Manager
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Ratifying agreement for the Town of Paradise to accept the California Resilience Challenge 2021 Grant to create an action plan for improved resilience to wildfire and to deliver a comprehensive structure for community-based mitigation and insurance.
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

Staff recommends that the Council ratify the agreement for the Town of Paradise to accept the California Resilience Challenge 2021 Grant.

Background:

After the 2018 Camp Fire, the cost of insurance has risen dramatically on the Ridge. With NHA Advisors, the Town applied for the California Resilience Challenge 2021 Grant to study and create an action plan for improved resilience to wildfire and climate risk by rebuilding as a model for fire safety, implementing community-scale mitigation, improving access to property insurance, and closing the protection gap through community-based insurance.

Project activities, with the award of this grant, will be comprised of the following elements:

- Advanced modeling and science on wildfire risk, home hardening and mitigation
- Climate change scenario testing for future-proofing the plan
- Actuarial approach to homeowner's insurance ratemaking and mitigation discounts
- Insurance company practices in California's WUI
- The regulatory framework of the California Department of Insurance ("CDI")
- Reinsurance, parametric insurance and other community-based insurance options
- Local fire hazard issues and efforts underway
- Long term funding of wildfire risk mitigation at the local, regional and State levels
- Development and implementation of a Community Resilience Plan

Analysis:

Staff recommends that the Council ratify the agreement for the Town of Paradise to accept the California Resilience Challenge 2021 Grant which will be used to create an action plan for improved resilience to wildfire on the Ridge through community-based mitigation and improve the community's access to property insurance.

Financial Impact:

There is no fiscal impact to the Town.

Attachments:

Signed agreement.

CALIFORNIA RESILIENCE CHALLENGE 2021 GRANT PROPOSAL WORKSHEET

Section 1: Basic Information

Org. Legal Name	Town of Paradise
Project Title	RESILIENCE PLAN FOR COMMUNITY-BASED INSURANCE FOR THE TOWN OF PARADISE
Eligible Funding Amount	\$180,408
Org. Official Address	Street: 5555 Skyway
	City/Zip: Paradise, CA 95969-4931
Org. Federal Tax ID Number	94-2621899
Org. Main Phone	530-872-6291
In which jurisdiction (city/county) will grant funds primarily be used?	Town of Paradise, Butte County, CA
Project Start Date (Must be on or before 7/31/22)	January 15, 2022
Project Completion Date (Must be on or before 7/31/24)	7/31/24
Name of Top Executive	Kevin Phillips
Title of Top Executive	Town Manager
Associated Email	kphillips@townofparadise.com
Name of Grant Manager	Alan Nazzaro
Title of Grant Manager	Disaster Recovery Services Program Manager
Grant Manager Phone	303-845-0476
Grant Manager Email	anazzaro@rcac.org

Grantee Signatory (Person with legal authority to sign agreement if funding is approved)

Name	Kevin Phillips
Title	Town Manager
Email	kphillips@townofparadise.com

Section 2: Project Summary (Limit response to 300 words for each bullet)

Executive Summary: The Town of Paradise proposes a transformational CRC project to create an action plan for improved resilience to wildfire and climate risk by rebuilding as a model for fire safety, implementing community-scale mitigation, improving access to property insurance, and closing the protection gap through community-based insurance.

- The Town of Paradise has formed a team of experts proposing to study the issues associated with the potential impacts of wildfires on our Town in the wildland urban interface ("WUI").
- We propose to deliver a comprehensive and scientifically supported structure for community-based mitigation, building an insurance plan that is designed to maximize the opportunity for sustainable and affordable homeowner's insurance in California's WUI, using the Town of Paradise as a case study.

Project Outcomes:

1. A key question that our proposal addresses is how to prioritize wildfire risk mitigation options for funding. We propose to prioritize them by those wildfire risk mitigation actions most likely to deliver overall better community safety.
2. This project will also promote sustainable and affordable property insurance in the WUI.
3. Any federal or state resources used for wildfire mitigation and climate resiliency will require community support for the implementation of the mitigation measures. This is why community engagement for our Resiliency Planning and project implementation is also an important piece of our overall effort.
4. The existing regulatory/legislative framework for California homeowner's insurance and current business practices may not be readily adaptable to delivering quantifiable benefits to insurance providers from wildfire risk mitigation measures. This project will address these potential obstacles in a specific and realistic way and will provide recommendations for any required regulatory or legislative changes needed. If implemented, the opportunity for sustainable and affordable insurance for both the Town of Paradise and California's WUI can be delivered.
5. California's Native American Rancherias and other tribal governments are located primarily in the WUI. Through describing a realistic legal and financing mechanism for delivering both casualty insurance and wildfire risk mitigation in the WUI, these communities will materially benefit.
6. To the extent that our realistic approach to prioritizing and funding wildfire risk mitigation reduces wildfires, we also reduce flood risk. Additionally, the Town will look at the potential benefits of using green Infrastructure projects to attenuate the risk from post-fire flooding in the burn scar areas with proven methods for reducing flood risk.
7. We will provide the deliverables for each task in the project as shown in the Attached document for Section 4.

Project Activities: The project structure will comprise the following elements:

- Advanced modeling and science on wildfire risk, home hardening and mitigation
- Climate change scenario testing for future-proofing the plan
- Actuarial approach to homeowner's insurance ratemaking and mitigation discounts
- Insurance company practices in California's WUI
- The regulatory framework of the California Department of Insurance ("CDI")
- Reinsurance, parametric insurance and other community-based insurance options
- Local fire hazard issues and efforts underway
- Long term funding of wildfire risk mitigation at the local, regional and State levels
- Development and implementation of a Community Resilience Plan

Section 3: Adherence to Evaluation Criteria

Is the resilience planning effort integrated with or can fast track project implementation/delivery? Yes. The planning effort funded through this grant will afford the Town the resources needed to not only identify the most effective projects to achieve resiliency, but the funding sources available and the means to fast track implementation.

Does the project have strong community and political support? The community of Paradise wants to know what it takes to deliver reliable property insurance for rebuilders in Paradise. This can be seen from the extensive list of letters of support from community leaders, elected officials, business and community organizations provided our proposal.

Will the project help protect critical infrastructure? The widespread destruction from the Camp Fire has resulted in a community ready to reconsider how to redevelop the Town to be more resilient. This project has a robust community engagement element to help inform how to rebuild critical infrastructure to better mitigate against threats from climate change, particularly wildfire. Moreover, community-based insurance could be purchased to insure infrastructure directly.

Will the project benefit under-resourced communities, and will it help build or support leadership in those communities? The Town is a disadvantaged community with median household income currently at 67% of the State median. Also, 42.52% of the population currently are senior citizens (over 65). This represents an increase in seniors as a percentage of the overall population post fire, making it a more under-resourced community. The project's high degree of replicability throughout the WUI will help support leadership in other under-resourced communities to implement climate resiliency.

Does the project achieve multiple benefits across sectors (e.g., public health and safety is enhanced while also improving environmental conditions)? Our project will deliver improved public health and safety through wildfire risk mitigation measures. These community-scale measures will also improve environmental conditions, e.g., vegetation management, firebreak buffer zones, flood mitigating green infrastructure, undergrounding and hardening of utilities. Extreme heat resiliency measures also have positive impacts on public health, especially for more vulnerable populations.

Can the project leverage other sources of private, local, state or federal funding? The project will leverage private capital by insurance and reinsurance companies delivering risk transfer mechanisms over the long term for homeowners in the WUI. The Resiliency Plan makes State and Federal grant programs more available for the implementation of mitigation measures. The project builds community support for tax measures that provides funding for ongoing mitigation measures.

Can the project be scaled to provide increased resilience in the future? This program is scalable and adjustable to changing climate conditions. A Resiliency Plan is a living document, revisited over time to adjust to changes in the environment and new risks that may arise.

Can the project be replicated in other geographies? The types of community-scale resiliency/mitigation projects that will make the Town more sustainable are replicable for the other WUI communities in similar peril. The risk transfer and risk mitigation measures we identify will be replicable to other communities throughout the WUI, particularly benefitting disadvantaged rural and indigenous communities.

Does the project involve collaboration with neighboring jurisdictions? Yes. The County of Butte will implement mitigation measures required outside the Town limits. The Paradise Irrigation District has implemented some mitigation measures and we will investigate additional strategies. Other utilities are working cooperatively to underground their service lines. The Town and the City of Chico are working to develop a regional wastewater treatment system. There are two Tribal Rancherias near the Town, and our team will reach out to them to collaborate on insurance/risk mitigation issues.

Does the project involve collaboration with the private sector? Yes. The project team includes collaborating private sector companies with other private for-profit and non-profit organizations serving as advisers. The project outcome to determine those mitigation measures are deemed most effective by private sector insurers can't be accomplished without them. The private sector will also collaborate in the development of the Resiliency Plan.

Does the project incorporate greenhouse gas emission reduction measures? California's wildfires have become a significant source of GHG emissions. The effective mitigation measures implemented/replicated from our program will result in less frequent or severe wildfires in California's WUI, thereby reducing related GHG emissions.

Does the project use the best available science and locally specific data and/or tribal ecological knowledge? Yes. The project utilizes state-of-the-art wildfire catastrophe modeling and the best available science that incorporate locally specific data and the latest climate projections. It also incorporates local data and advanced actuarial techniques into the models of insurance and reinsurance solutions. IBHS, the leading national source of science on house fire causes and prevention, will advise us on wildfire risk mitigation measures for the WUI.

Will the project meaningfully lead to implementation of climate resilience considerations in decision-making risk and

Section 4: Technical Approach and Work Plan

Please describe specific tasks, schedule, and outcomes for the project. Consider including a table of the tasks, schedule, and outcomes for the project as an attachment to this document. (See Attached Document – Section 4 Technical Approach and Work Plan)

Describe your approach and rationale for planned stakeholder involvement in the project.

RCAC will work with the Town through the entire Planning process for the duration of the grant and beyond if necessary to obtain the best possible planning and implementation results achievable. In order to develop the most effective Resilience Plan for the Town, RCAC will engage the “whole community” to reach consensus on the most effective resilience projects. By organizing the WHOLE COMMUNITY (business people, nonprofits, churches, schools, funders, community members) the Town will: 1) gain buy-in 2) develop consensus on projects that align with community values and vision 3) build capacity with volunteers while empowering community members to make change. Organizing all stakeholders and partners in this manner is not easy – but this is the process that provides results well past the planning period. It will also shift some of the work load to skilled volunteers in the community. There are no shortcuts.

Describe how results will be shared with members of the target community/ies and other stakeholders through public engagement.

Public engagement is a key component of the work plan and will be done continuously throughout the planning process, project identification, and implementation. Additionally, the public will be engaged on an on-going basis as changes in the plan due to environmental conditions warrant it. We believe that our project’s high degree of replicability throughout the WUI results in direct benefit to many disadvantaged communities, including Native American Rancherias. RCAC has a long history of working with Indigenous and rural communities in California, many of whom are located within or adjacent to the WUI. Replication for these and other underserved populations will be a focus for the organization in their continuing work with these communities.

Identify potential obstacles to successful completion of project goals and proposed strategies for mitigating these obstacles.

Resilience in the face of climate change includes the rebuilding and rebounding of a community after climate-driven catastrophes occur, and this will require a sustainable insurance market. Therefore, acceptance of the findings of this project by the Insurance Industry is critical. Recommendations for any required regulatory or legislative changes needed to implement improved insurance markets, are not guaranteed to occur. However, some California Legislators have already expressed an interest in carrying potential legislation. Uncertainty about the level of future carbon emissions and the magnitude of the impact of climate change on wildfire, which we will address with qualitative analysis based upon scenarios described in the work plan. Adopting a reliable long-term process for maintaining mitigation efforts, which we hope to develop as part of the Resiliency Planning community engagement.

Section 5: Grant budget breakdown	
Salaries & Benefits	\$151,633
Equipment & Supplies	\$9,020
Travel/Training/Other (Specify)	\$3067 – Site Visits by NHA & RCAC staff
Overhead Costs (total and percent)	\$16,688 (5%)
Total Funding Request (Sum of the above categories)	\$180,408
Section 6: Reporting and Disbursements	
<p>Case Study: CRC is looking to identify and share the lessons learned from this grant opportunity to inform other existing or new state grant programs. To this end, all grant recipients will prepare a short case study describing the project process, and completed project outcomes including maps, photos, drawings, etc. (as appropriate for the project type). A template will be provided (Word and PowerPoint). Case studies should emphasize processes, or results that can be adapted or replicated for use in various parts of the state, as well as documentation of the involvement of disadvantaged communities throughout the entire planning process, and any other lessons learned. These studies will be used to develop guidance for future resiliency and adaptation projects in the state. Case study reports and presentation materials must be completed and delivered no later than three months after the completion of expenditure of CRC funds. Final case studies will be submitted to the Governor's Office of Planning and Research for possible inclusion in the Adaptation Clearinghouse.</p>	
<p>Work Product: All reports funded through the CRC Grant Program shall credit CRC financial participation on the cover or title page. An electronic copy of all final reports shall be forwarded to CRC. Any reports or presentation materials funded through the CRC Grant Program are in the public domain and may not be copyrighted, sold, or used exclusively by any business, organization, or agency. Applicants must not transmit any material to CRC that the applicant considers to be confidential or proprietary. Any material the applicant transmits to CRC will be considered nonconfidential and non-proprietary. This policy serves to avoid potential misunderstandings or disputes regarding ownership of ideas. To the extent that the applicant owns or controls any patent rights, copyright rights, trade secret rights, or any other intellectual property or proprietary rights that may be required for access to work product submitted under the CRC Grant Program, the applicant grants a license to such rights to any person accessing and using such work product. CRC reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the reports for public purposes.</p>	
<p>Third-Party Contracts: The agreements between a grantee and a sub-recipient, consultant, or sub-consultant are referred to as "third-party contracts." Grantees will be expected to use and comply with their individual procurement procedures in awarding third-party contracts. Work for which a CRC grant is provided can only be contracted if it has been stated in the applicant's Scope of Work and Project Timeline. Grantees are fully responsible for all work performed by their sub-recipients, consultants or subconsultants, and CRC shall not be liable to any of such entities for the performance by grantees. Grantees are responsible to ensure that all third-party contractors adhere to the provisions of this RFP.</p>	
<p>Grant Disbursement and Accounting: CRC intends to disburse funds from a grant under the 2021 Grant Program in installments. The amount and timing of each installment, and the process for invoicing and disbursement, shall be determined by CRC in its sole discretion. The final disbursement shall be conditioned on a certificate by an authorized representative of the grantee certifying compliance with the terms of this RFP and verifying that the CRC funds have been or will be used for project expenditures reasonably incurred and required for project purposes. Each grantee shall also make financial reports, within 90 days after the end of each of its fiscal years, during the progress of the project and upon project completion, and provide reasonable evidence of project progress and project sources and uses of funds. Each grantee shall maintain true and complete records of performance of work on the project and of the sources and uses of funds for such project, and shall maintain such records for a period of not less than 3 years after the later of completion of the project or the last disbursement by CRC. CRC and its representatives may access such records on reasonable notice and during regular business hours for the purpose of confirming the grantee's compliance with the terms of this RFP.</p>	

Section 7: Certification

Please read this section thoroughly and confirm that your organization is in compliance with the following terms and conditions. Please note that disagreeing to any statement will disqualify you for a charitable donation.

The applicant is, and shall remain, in compliance with all federal, state, and local laws, rules, and regulations applicable to the grant and the activities, projects and other aspects of the program to which the grant applies (the "Program").

The applicant does not and shall not, in its by-laws, policies, or practices, discriminate on the basis of race, color, religion, age sex, national origin, ancestry, physical or mental disability, medical condition, veteran status, marital status, pregnancy, sexual orientation, gender identity, or any basis prohibited by applicable law.

The applicant agrees that any donation from the Bay Area Council Foundation will be used only for the purposes of the Program, and will not be used in any direct or grass roots lobbying efforts, including but not limited to those activities described in Internal Revenue Code Sections 501(h) and 4911(d), to promote or oppose any candidate or ballot measure, to advocate any legislative or administrative action, or to personally benefit or compensate any elected official.

The applicant and each of its grantees, if any, is in full compliance with all statutes, Executive Orders, and regulations restricting or prohibiting U.S. persons from engaging in transactions and dealings with countries, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the applicant is aware that a list of countries subject to such sanctions, a list of Specially Designated Nationals and Blocked Persons subject to such sanctions, and overview and guidelines for each such sanctions program can be found at <http://www.treas.gov/ofac>, and the applicant does not and shall not promote or engage in violence, terrorism, bigotry, or the destruction of any state, or make grants or otherwise furnish support of any kind to any individual or entity that engages in such activities. Should any change in circumstances pertaining to this certification occur at any time, the applicant will notify the Bay Area Council Foundation immediately.

I am the duly appointed representative of my organization. I am authorized to certify and affirm all the statements above, and to submit the application on behalf of my organization.

I have read all of the statements and responses in this application, and certify that each is accurate.

I agree that electronic submission of this application will be deemed to be the equivalent of my written signature for purposes of this certification and application.

By accepting any funds or in-kind donations from the Bay Area Council Foundation, my organization agrees to all terms, conditions, and certifications specified within the application and the transmittal letter.

Name: Kevin Phillips

Title: Town Manager

Signature: 

Date: 12/14/2021



**TOWN OF PARADISE
Council Agenda Summary
January 11, 2022**

AGENDA NO. 2(d)

ORIGINATED BY: Kate Anderson, Housing Program Manager

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Amendment to the HOME, CDBG and CalHome First-Time Homebuyer Program Guidelines

COUNCIL ACTION REQUESTED: Adopt Resolution No. 2022 - ____ “A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AMENDING THE HOME and CDBG HOMEBUYER ACQUISITION ONLY/ACQUISITION WITH REHABILITATION PROGRAMS GUIDELINES PREVIOUSLY ADOPTED BY RESOLUTION 17-44 and the CALHOME SPONSORED FIRST-TIME HOMEBUYER MORTGAGE ASSISTANCE PROGRAM GUIDELINES”.

BACKGROUND: Since 1995, through various grant sources, the Town of Paradise has provided financial assistance in the form of down-payment assistance to low-income residents. The Town recently teamed up with local self-help housing organizations to provide down-payment assistance to their applicants in order to utilize our funds and further stretch the resources of those organizations.

DISCUSSION: The existing 2% contribution is a local rule set by Council a number of years ago so that buyers had a vested interest in the property that they purchase. This contribution is a local decision and not required by any of the grantors. Applicants to the self-help programs are typically household who cannot afford to buy their own homes. Since the applicants for self-help programs must contribute a number of hours weekly to build not only their home but the homes of other applicants, they have much more invested than money.

RECOMMENDATION: Staff recommends that Council adopt the resolution approving the amendment to our housing program guidelines that allows for hours-worked to be considered as the 2% contribution.

FISCAL IMPACT: The changes to these guidelines do not precipitate any action or conditions that will cause any additional impact to the Town. If these guidelines are approved, the Town can assist a number of households participating in these local self-help programs.

**TOWN OF PARADISE
RESOLUTION NO. 2022 - ____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AMENDING THE HOME and CDBG HOMEBUYER ACQUISITION ONLY/ACQUISITION
WITH REHABILITATION PROGRAMS GUIDELINES PREVIOUSLY ADOPTED BY
RESOLUTION 17-44 and the CALHOME SPONSORED FIRST-TIME HOMEBUYER
MORTGAGE ASSISTANCE PROGRAM GUIDELINES**

WHEREAS, the Paradise Town Council adopted Resolution 17-44, “A Resolution of the Town Council of the Town of Paradise Amending the HOME Owner-Occupied Housing Rehabilitation Program Guidelines previously adopted by resolution 15-49, the HOME First-Time Homebuyer Program Guidelines previously adopted by resolution 09-21 and the HOME Tenant-Based Rental Assistance Program Guidelines previously adopted by resolution 16-25” dated October 10, 2017; and

WHEREAS, the Town Council now desires to adopt the amendment to each of the HOME, CDBG and Cal-Home guidelines.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARADISE
DOES HEREBY RESOLVE AS FOLLOWS:**

1. The Town Council hereby amends the HOME and CDBG Homebuyer Acquisition/Acquisition with Rehabilitation Program Guidelines dated January 4, 2022, as shown in the attached as Exhibit A.
2. The Town Council hereby amends the CalHome Sponsored First-Time Homebuyer Mortgage Assistance Program Guidelines dated January 4, 2022, as shown in the attached as Exhibit B.
3. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 11th day of January 2022 by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

Steve Crowder, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Dina Volenski, CMC, Town Clerk

Scott E. Huber, Town Attorney

TOWN OF PARADISE

HOMEBUYER ACQUISITION ONLY/ ACQUISITION WITH REHABILITATION PROGRAMS (HOME and CDBG)

PROGRAM GUIDELINES



January 11, 2022

**CDBG Approved (date)
HOME Approved 02/01/18
COUNCIL Approved (date)**

TOWN OF PARADISE HOMEBUYER PROGRAM GUIDELINES

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TOWN OF PARADISE HOMEBUYER PROGRAM GUIDELINES

Adopted January 11, 2022

1.0. GENERAL

The Town of Paradise, hereinafter referred to as the “Sponsor,” has entered into a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the “Program”) is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as “housing units”, located within the Program’s eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of deferred payment “silent” second priority loans as “Gap” financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence. The Program will be administered by the Town of Paradise, (the “Program Operator”).

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program’s eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. The Program Operator will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any

program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public. The Section 504 Self-Evaluation will be conducted at the beginning of each grant cycle or every three years, whichever is sooner.

1.2. APPLICATION PROCESS

- A. The Sponsor maintains a waiting list of applicants when funds are unavailable. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed applications are processed on a first-come-first-served basis. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.
- B. The Sponsor will prequalify the applicant's Program eligibility based on the information provided, and the potential homebuyer is given a "Preliminary Eligibility Letter" for the Program along with the following forms: Attachment (G) Instructions to Home Buyer, a list of up-coming homebuyer workshops, Attachment (E) Sellers Lead-Based Paint Disclosure and the EPA Booklet (Protect Your Family from Lead in Your Home) and (F) Notice to Seller.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there is income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

- C. Each applicant must participate in a homebuyer workshop provided by the Program Operator or neighboring jurisdiction and receive a certificate of completion.

1.3. THE HOME PURCHASE PROCESS

- A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

**DEBT SERVICE
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH**

HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS	
Principal & Interest Payment	\$ 865	\$1,180	Housing
Insurance	82	+200	Other Debt Service
Taxes	<u>233</u>	\$1,380	Total Debt Service
Total Housing Expense (PITI is 35% of \$3,388)	\$1,180	(Overall debt service per month is 41% of \$3,388)	

OTHER HOUSEHOLD DEBT SERVICE

Car Payment	\$ 150
Credit Card Payment	<u>50</u>
Total Other Debt	\$ 200

A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30 year term.

**SUBSIDY CALCULATION
FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH**

Purchase Price of Property	\$ 180,000
Less Primary loan amount	143,000
Less down payment of 2%	<u>3,600</u>
 Equals "GAP"	 \$ 33,400
 Plus estimated allowable settlement charges	 <u>5,400</u>
 Equals Total Subsidy	 \$ 38,800

B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:

- 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
- 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser;
- 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards.
- 4) All housing units built prior to January 1, 1978 will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
- 5) Since the purchase would be voluntary, the seller would not be eligible for

- 6) relocation payments or other relocation assistance;
 - 7) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for three months prior to submission of the purchase offer.
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.
- E. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- F. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.
- B. Homebuyer must contribute a minimum down payment of two percent (2%) of the purchase price but may contribute more if desired. These funds can be gifted from a relative; however, institutional grants do not count toward the homebuyer's minimum contribution. If the household is participating in a self-help build, their hours-worked can satisfy the 2% contribution.
- C. Sponsor will not provide a subsidy that is greater than the amount of the primary mortgage. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 28 to 35% of the gross household

income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership. All Program participants are required to attend a Sponsor-approved homebuyer education class. The homebuyer education class will cover such topics as the following: preparing for homeownership; available financing; credit analysis; loan closing; homeownership responsibilities; home maintenance; impact of refinancing and loan servicing. Methods of homebuyer counseling and education may include, but are not limited to: one-on-one counseling between homebuyer, counselor and family/individual and/or group workshops and informational sessions. Tools of instruction may include fliers, brochures, power point presentations, worksheets, etc.

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD. (Attachment C).

Household: Means one or more persons who will occupy a housing unit. Unborn children don't count in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml>, will be followed to independently determine and certify the household's annual gross income. Staff responsible for the gathering and evaluation of income will be trained on the above-referenced guide either by HCD staff, when available, or internally by previously-trained Town of Paradise staff. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the

applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

The link to Annual Income Inclusions and Exclusions is:

http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide/docs/AppendixB_AnnualIncomeInclusionsExclusions.doc

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings, and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The Link to Asset Inclusions and Exclusions is:

http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide/docs/AppendixB_AnnualIncomeInclusionsExclusions.doc

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

For CDBG, an eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CDBG-funded programs may

assist eligible homebuyers who are not “first-time” homebuyers.

HOME-funded Programs are required to use the following definition of an eligible homebuyer, which is a “first-time homebuyer” from 8201(l) Title 25 California Code of Regulations:

“First-time homebuyer” means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: “Within the Town limits of Paradise.”
- B. Housing unit types eligible for the homebuyer Program are new or previously owned single-family residences; condominiums; or manufactured homes in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100 year flood zone will be required to provide proof

of flood insurance with an endorsement naming the Town as loss payee in order to close escrow.

- E. Housing must be “modest”, having no more than three bedrooms, two bathrooms, and a two-car garage. Larger homes are acceptable if necessary for the following reasons:

- The family size necessitates additional bedroom(s); or
- A reasonable accommodation is necessary due to the family’s disability (e.g. an extra bedroom for an aide)

Exceptions for these reasons must be approved by the Loan Committee and must be documented for monitoring purposes.

3.2. CONDITIONS

A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) When the Sponsor’s Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.
- 2) The Program Operator, a certified housing inspector, or a Sponsor representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if:

- a. Repair prior to close of escrow. The buyer and seller agree to make necessary repairs to the dwelling unit prior to transfer of property ownership at their own expense; or
- b. HOME acquisition and rehabilitation loan. If HOME funds are available, the buyer may use some of the Sponsor’s First-Time Homebuyer loan and other funds to make necessary and other repairs, to a maximum of 100% combined loan-to-value, unless up to 105% based on the purchase transaction. All health and safety hazards and code violations must be addressed under this option. Examples of allowable expenses include, but are not limited to: foundation repair, electrical repair or rewiring, plumbing or sewer repair, roof repair or replacement, heating and cooling system installation or repair, water damage repair, and repair of structurally-significant damaged wood. Weatherization, energy-related improvements and General Property Improvements are

allowable, but General Property Improvements are limited under the HOME Program to a maximum of 15% of the overall rehabilitation cost. Buyers should note that the use of any Program funds for rehabilitation on a home built before 1978 may incur additional lead-based paint testing. Hiring of a contractor and completion of repairs will be conducted in accordance with the section entitled “Acquisition with Rehabilitation Process” below.

- 3) With the exception of 1)b. above, upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.
- B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the Affordability Period.

The HOME Affordability Period is as follows (amount does not include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

- C. **Lead-Based Paint Hazards:** All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD’s online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance.

The following requirements must be met:

- 1) **Notification:** a) Prior to homebuyer’s obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet “*Protect Your Family From Lead in Your Home*”. (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor’s homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).

- 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
 - 3) **Inspections:** The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
 - 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.
- D. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment I).

3.3. ACQUISITION WITH REHABILITATION PROCESS

As noted above, when HOME funding is available for First-Time Homebuyer assistance, funds (from all sources) may be used to bring the unit into compliance with health and safety standards and/or to correct code violations. If such repairs are required, a portion of this money may be used to make accessibility modifications for a household member with a disability. Weatherization, energy-related improvements and General Property Improvements are allowable, but General Property Improvements are limited under the HOME Program to a maximum of 15% of the overall rehabilitation cost.

IMPORTANT: No later than six (6) months following close of escrow, repairs to the housing unit must address ALL health and safety and code issues, to be in compliance with HOME regulations; otherwise, the loan becomes due and payable.

If a portion of the Program loan is used for acquisition with rehabilitation, the following process will be followed:

- The buyer will be responsible for obtaining three (3) bids from qualified licensed contractors. The Sponsor's Program Operator has a list of qualified contractors, or the applicant may solicit bids from other licensed contractors if they meet the standards described below.
- Any funds used for rehabilitation on homes built prior to 1978 will require testing for lead based paint. If the total rehabilitation funds are equal to or less than \$5,000, all surfaces disturbed during rehabilitation and lead hazard reduction must be repaired using safe work practices. If total rehabilitation is between \$5,000 and \$10,000, lead based paint must either be presumed to be present or testing and risk assessment are required. Lead hazard reduction activities must be conducted using safe work practices. The Sponsor will provide a grant to cover all expenses incurred as a result of lead based paint as noted in the section entitled *Lead Based Paint Standards* below.

- Contractors must hold a current and valid State of California General Contractor's license if the work consists of correction of health and safety issues or code violations. For accessibility modifications, the Sponsor may exercise discretion regarding contractors' requirements. The contractor may not be on the State or Federal debarred contractor lists. The contractor must have current and valid general liability and workmen's compensation insurance if applicable. The contractor must provide a one-year warranty for the work per State regulations.
- The buyer will review the bids with the Program Operator and the Sponsor to ensure that the scope of work will correct any deficiencies, that it only includes allowable expenses and that the bids are reasonable, competitive and complete.
- The applicant will select a contractor from one of the Sponsor's/Program Operator's approved bids. All bidding contractors will be notified of the status of their proposals.
- The applicant will enter into a contract with the contractor (see Attachment J).
- The contractor will be responsible for securing all required permits for the scope of work.
- Work may not commence until the close of the acquisition loan.
- As work progresses, the contractor shall provide the buyer with a completed Payment and Construction Approval form (Attachment K) to request progress payments as outlined in the contract terms. The form must be signed by the contractor, the buyer, the inspector, and the Program Operator before a payment may be issued to the contractor.
- Final payment of a 10% retention will be released to contractor once the contractor submits the following to the Program Operator: (1) lien releases from any subcontractors, material suppliers, and laborers; (2) final or signed off Building Inspection card for contracted work (if applicable); (3) Notice of Completion.

3.4. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section 104(d) of the Housing and Community Development Act of 1974

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME- or CDBG-assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.5. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

The purchase price limits and appraised post-rehabilitation value for this Program shall not exceed the Maximum HOME Program Purchase Price/After-Rehab Value Limit for Sponsor's County as updated by HCD or HUD.

Note: For HOME-funded Programs the home purchase price of owner-occupied and homebuyer properties must be limited as follows: for HOME- and CDBG-funded Programs the value (with or without rehabilitation) cannot exceed the Maximum Purchase Price/After-Rehabilitation Value Limits as established by HCD and HUD.

Attachment C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS

*Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the “primary loan”).

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 28% and 35% and is the percentage of a borrower’s gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall not exceed 45% and is the percentage of a borrower’s gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments.

B. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA (currently the Fannie Mae 90-day Yield Rate, plus 100 basis point – 1 percent). Staff will document compliance at the time of rate lock, primary lender underwriting approval, and/or at the time of loan closing. No temporary interest rate buy-downs are permitted.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term “all due and payable” in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

A. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed \$40,000 for acquisition only or \$60,000 for acquisition with rehabilitation, shall not exceed the maximum HOME subsidy limit for Sponsor’s County per bedroom per the HCD website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> and **shall never exceed the amount of the primary mortgage**. See Attachment C of these Program Guidelines for current limits. Any approved “grant” amount

for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in this amount, as shall Activity Delivery Costs.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan. All invoices, staff timekeeping records and other backup documentation for each project are kept in the project files. For HOME, these costs are considered activity delivery costs and may not be charged to the loan; activity delivery costs reimbursed to the Town cannot exceed the total of all invoices, timekeeping records and other backup documentation.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.0.A. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The Program Operator will use the "front-end ratio" of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL).

The Program loan's term shall be for 30 years.

The Program loan's interest rate shall be 3% simple interest, which accrues for 10 years only. If the loan is still in effect on the anniversary of its 20th year, and providing that the borrower(s) still own and reside in the home as his/her/their principal place of residence, interest accrued during the term of the loan will be forgiven.

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

E. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

7.2. RECEIVING LOAN PAYMENTS

- A. Program loan payments will be made to:

**Town of Paradise
Business & Housing Services
5555 Skyway
Paradise, CA 95969**

- B. The Sponsor will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by HCD programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residence in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

- A. If the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.
- B. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- C. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor will monitor Borrowers and their housing units annually to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's Loan Committee and/or governing body after proposed changes are approved by applicable HCD Contract Management Representative(s).

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A
24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) *Annual income* means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) *Welfare assistance payments.*

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in §5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- (8) (i) Amounts received under training programs funded by HUD;
- (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) [Reserved]
- (14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- (15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- (16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
- (d) *Annualization of income.* If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR BUTTE COUNTY (HOME Value Limits as of 3/1/2017)

EXISTING CONSTRUCTION	NEW CONSTRUCTION (less than 12 months old)
\$245,000	\$261,000

HOME SUBSIDY LIMITS PER UNIT FOR BUTTE COUNTY (Limits are effective 5/24/2017)

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$141,089	\$161,738	\$196,673	\$254,431	\$279,286

INCOME LIMITS FOR BUTTE COUNTY* (Limits became effective 6/15/17)

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$35,100	\$40,100	\$45,100	\$50,100	\$54,150	\$58,150	\$62,150	\$66,150

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Children may share a bedroom, up to 2 children per bedroom.
- Children shall be permitted a separate bedroom from their parents.
(See additional guidance on next page)
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom is allowable.
- 8 or more people – a third bathroom is allowable.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D
LOAN SERVICING POLICIES AND PROCEDURES
FOR TOWN OF PARADISE

The Town of Paradise, hereafter called "Lender," has adopted these policies and procedures in order to preserve its financial interest in properties whose "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly due date.

For Notes which are deferred payment loans, the Lender must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Lender may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the Town as lender loss payee will be required at close of escrow. The lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lienholder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position

and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make amortized loan payments, typically every five years. These loan terms are incorporated in the original Note and Deed of Trust. On HOME-funded loans, annual occupancy verification will occur between January 1 and 15 of each year for the term of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases, the Borrower might move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. For CDBG only, if the heir intends to act as an owner-investor (not permitted under HOME), the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or

other similar financing is approved and meets all other requirements, combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
2. not have a temporary interest rate buy-down;
3. have a term "all due and payable" that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
4. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lienholder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments

such that foreclosure is not necessary?

- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT E
SELLERS LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) _____ Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of Lead-based paint and/or lead-based paint hazards (NOT PERMISSIBLE FOR HOME AND CDBG).

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

ATTACHMENT F
Disclosure to Seller with Voluntary, Arm's Length Purchase Offer

DECLARATION

This is to inform you that _____ would like to purchase the property, located at _____, if a satisfactory agreement can be reached. We are prepared to pay \$_____ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, the buyer, _____, thru the agency, _____ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor _____ will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$_____ and was estimated by _____, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at:

_____. If you have any questions about this matter, please contact _____ at _____.

Sincerely,

Title

Buyer

Date

Buyer

Date

Form continues on next page with Seller's Acknowledgment

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)

Acknowledgement

As the Seller I/we understand that the _____ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the Town's program, the property must be currently owner-occupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 3 months; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and ☐ a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose ☐ to withdraw or ☐ not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

ATTACHMENT G
INSTRUCTIONS TO HOMEBUYER

1. Applicant(s) works with lender of choice to obtain the primary lender's pre-qualification letter.
2. Applicant(s) applies for program through the Business & Housing office at the Town of Paradise. Applicant provides Town of Paradise with originals of:
 - The pre-qualification letter provided by primary lender
 - Completed Town of Paradise *Interest Form*
 - Town of Paradise First-Time Homebuyer loan application
 - Income documentation: 3 months pay stubs and completed 3rd party verification forms from all employers
 - Asset documentation: 6 months bank statements (checking and savings); Statements from all cash or market assets (CD's, IRA's, Stocks, Whole Life Ins. policies, etc.).
 - Income Tax Statements + W-2's for the 3 most previous years. Forms must be signed by Applicant(s). A completed 4506-T form(s) must be signed.
 - Homebuyer's Workshop *Certificate of Achievement*
 - Any other documentation requested by the Town of Paradise that is necessary for determining eligibility
3. After review of all Items, a *Letter of Eligibility* or a *Letter of Denial* is sent to Applicant. For those eligible, the following documents are included for the Applicant's completion and signature(s).
 - Loan Procedure and Terms Acknowledgment
 - Race and Ethnic Data Reporting Form
 - State of California Fair Lending Notice
 - Lead Base Paint booklet and Receipt for same
4. Once eligibility has been determined, Applicant(s) works with real estate agent to select home.
5. Only after eligibility has been determined, Applicant selects home and enters into a purchase contract, contingent upon receiving Loan Approval from the Town. Agent obtains signatures of both Buyer and Seller on Town of Paradise disclosure statement (*Disclosure to Seller with Voluntary, Arm's Length Purchase Offer*) and includes it as part of the purchase agreement.
6. Real estate agent provides Town with a copy of:
 - *Escrow Information Sheet* (submitted to Town within 5 days of escrow opening)
 - Fully executed Real estate *Purchase Agreement* and any subsequent addendums
 - Town's Disclosure Statement (*Disclosure to Seller with Voluntary, Arm's Length Purchase Offer*) signed off by both Buyer and Seller.
 - Structural pest control report and clearance of Section 1 items
 - Lead based paint inspection report and clearance for homes older than 1978

7. Lender provides Town of Paradise with a copy of:
 - Residential loan application (e.g., FM1003) submitted to underwriting
 - Credit report
 - Appraisal with photos, supporting sales price
 - Loan Underwriting and Transmittal Summary (e.g., FM1008)
 - Proof of personal funds for participation in program, including gift letter, when applicable
8. Escrow officer provides Town with a copy of:
 - Preliminary Title Report
9. Town staff inspects home to meet program compliance. Notice of any deficiencies/ needed corrections are given to participant's real estate agent, with recommended course of action.
10. Escrow officer provides the Town with copy of:
 - Preliminary HUD-1 Settlement Statement. This document is required prior to loan being approved.
11. Town reviews paperwork to determine financing affordability for applicant(s) and submits packet for loan approval from Town Manager.
12. Town prepares loan document packet consisting of *Deed of Trust, Promissory Note, Notice of Default and Truth in Lending Statement.*
13. Once approved:
 - Approval letter is issued to first Lender indicating any outstanding conditions for approval or funding.
 - Loan Documents are delivered to Escrow.
14. Check is ordered by Town for funding of loan
15. Loan documents are signed by Applicant(s) in escrow and original documents, as well as copies of documents to be recorded, evidence of homeowner's insurance, and copies of 1st lenders Promissory Note and Deed of Trust are returned to Town.
16. Before funding, Lender provides the Town with copies of:
 - Typed Loan Application (Fannie Mae #1003) signed by Buyer
 - Underwriting/Loan approval document signed by Lender
17. Upon final review and approval of packet, Town releases funds to escrow.
18. Escrow records all applicable legal documents and provides Town with final closing Statement (HUD-1), and Final Title Insurance Policy.
19. Town closes out the loan file.

ATTACHMENT H
LEAD-BASED PAINT
VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information

Property Address:		No LBP found or LBP exempt <input type="checkbox"/>	
Select one:	Visual Assessment <input type="checkbox"/>	Presumption <input type="checkbox"/>	Hazard Reduction <input type="checkbox"/>

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.

Visual Assessment Date:	Report Date:
Check if no deteriorated paint found <input type="checkbox"/>	
Attachment A: Summary where deteriorated paint was found.	

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.

Date of Presumption Notice:	
Lead-based paint is presumed to be present <input type="checkbox"/> and/or Lead-based paint <i>hazards</i> are presumed to be present <input type="checkbox"/>	
Attachment B: Summary of Presumption:	

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.

Date of Hazard Reduction Notice:	
Initial Hazard Reduction Notice? Yes <input type="checkbox"/> No <input type="checkbox"/>	Start & Completion Dates:
If "No", dates of previous Hazard Reduction Activity Notices:	
Attachment C: Activity locations and types.	
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.	
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)	

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity

Printed Name:	Signature:	Date:

Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	

ATTACHMENT I
Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Disclosure Form	Documents that buyer received disclosure and pamphlet.	
Lead Hazard Reduction Notice	Documents that buyer received required lead hazard reduction notification.	

This was taken from the HUD Website at:

<http://www.hud.gov/offices/cpd/affordablehousing/training/leadsafe/usefulforms/index.cfm#crosscutting>

ATTACHMENT J
ACQUISITION WITH REHABILITATION CONSTRUCTION CONTRACT

Home Improvement Construction Contract

This Home Improvement Construction Contract is entered into this _____ day of _____, 20____,
between the following parties: (Owner(s) Name): _____
_____ and (Contractor's Name and Address): _____

(Notice of Cancellation, see paragraph 28, may be sent to Contractor at the above address).

The parties agree as follows:

1. Work to be Performed: Contractor agrees to provide a Schedule of Work, in accordance with the Work Write-up (Attachment 1) and furnish all supervision, technical personnel, labor, materials, tools and equipment necessary to complete the work described in the work write-up attached hereto at the real property commonly described as: _____. Contractor will be responsible for all construction means, methods, techniques, sequences and procedures and for the coordination of all portions of the work under the Contract. All materials shall be new, unless otherwise specified, and of good quality. Owner has a right to require the Contractor to have a performance and payment bond; the expense of the bond may be borne by the Owner.
2. Contract Price: Owner agrees to pay Contractor the sum of \$_____ for the work to be performed.
3. Completion Time:
 - a. Approximate Start Date: The Contractor agrees to file a complete permit application within ten (10) days after receipt of written Notice to Proceed from the Owner. Owner and Contractor agree that the Start Date of construction shall be the date the permits are issued by the Town of Paradise. In no event shall the Contractor commence work or place any materials on the site thereof prior to receipt of Notice to Proceed from the Owner.
 - b. Approximate Completion Date: Contractor shall prosecute the work diligently and continuously to completion. The work shall be completed within _____ days after the Start Date, subject to such delays as are permissible under paragraph 7 herein below.
4. Payment:
 - a. Price will be paid to Contractor in installments based on completion of work tasks and individual item prices on the Work Write-up attached, and any Change Orders.
 - b. Contractor shall submit all required payment forms to Owner for approval of payment. Prior to authorization of payment, the Contractor shall provide lien releases for claims by subcontractors, laborers, and material suppliers involved in the work and/or represented by Contractor's invoices. Owner may also request written guarantees and warranties.
 - c. After approval by Owner, Contractor shall submit payment request forms to Town of Paradise, hereinafter referred to as "The Town." The Town shall then make payment to the Contractor. The Town may, at its option, inspect the work to ensure that it has been satisfactorily completed in accordance with the Contract requirements. Should The Town determine that work has not been performed in accordance with the Contract, The Town may, in its sole discretion, withhold or reduce payment in accordance with the terms of the agreement between Owner and The Town.
 - d. At the time the work is completed, the Contractor shall submit the final pay request along with the recorded Notice of Completion, final building inspection report, insulation certificate, any warranties and guarantees, conditional lien releases, and Section 3 report (for contracts over \$100,000).
 - e. An amount equal to ten percent of the total Contract price, including any Change Orders, will be withheld by Owner and shall be paid to Contractor 35 days after notice of completion has been recorded, final inspection by the jurisdiction's building official and approval by Owner, provided that Contractor

is not in default under this Contract. Final payment will be subject to withholding any amounts due to Owner for actual costs due to unexcused delays.

- f. The payment of any progress payment shall not constitute acceptance of defective work or improper material, nor is it a waiver of the warranties or any other remedies to which the Owner may be entitled under the terms of this Contract

5. Relationship of the Parties to The Town: Work to be performed under this Contract is financed by funds from the Town of Paradise and administered by The Town. Owner is solely responsible for monitoring all work performed under this Contract and enforcing the terms of this Contract. The Town shall inspect all work for the purposes of monitoring loan disbursements in accordance with terms of this Contract and enforcing the terms of the loan agreement. Inspections performed by The Town are solely for the protection of the lender and solely for the purpose of assuring that the construction is progressing reasonably and that the lender's collateral interest is adequately protected. Owner acknowledges that The Town inspections are not for the purpose of assuring Contractor's compliance with applicable building codes. The Town shall not be liable under any circumstances for its failure to discover or require correction by Contractor of work that fails to comply with applicable building codes or for its failure to discover or require correction of any dangerous condition or defective work by contractor or by any subcontractor.

The Town shall not, under any circumstances, have any liability either to the Owner or to the Contractor for any disbursement or refusal to approve of any disbursement requested by Contractor.

6. Failure to Commence Work: Failure by the Contractor without lawful excuse to substantially commence work within 20 days from the date specified in the Notice to Proceed is a violation of the Contractors' License Law.
7. Excusable Delays: Contractor shall not be charged with delay in the completion of the work due to: any acts of Owner which cause delay; general strikes; acts of God or the public enemy; unavailability of materials, or casualty beyond Contractor's control, provided, however, that Contractor promptly (within 14 days) notifies Owner, in writing, of the cause of the delay. If the facts show the delays to be excusable under the terms of the Contract, the time for completion shall be extended for a period equal to the amount of time due to such delay.
8. Unexcused Delays: The parties agree that the Owner would incur additional expenses as a result of Contractor's unexcused delays in the completion of the work. "Additional expenses" shall include but not be limited to housing and storage costs incurred by the owner due to the inability to fully occupy the property.
9. Provisions for the Owner: While this Contract is in force, Owner shall permit Contractor the use of existing utilities including light, heat, power, and water, without charge, in order to carry out and complete the work. Owner may continue to occupy the premises during the rehabilitation but shall cooperate with Contractor to facilitate the performance of the work including the abandonment of limited areas as may be essential to the conduct of the work.
10. Compliance with the Law: By signing this contract, the Contractor certifies that it is licensed and in good standing in California, and not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors. Contractors are regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. All work shall be completed in strict compliance with the laws, ordinances, rules, regulations and Codes of the State, County, and local governments, whether such applicable laws, ordinances, rules, regulations and codes are mentioned in this Contract or not. Contractor shall obtain, pay for, and provide permits and licenses, as required to complete all work outlined under this Contract.

Where applicable, Contractor agrees to the following provisions:

- a) Standard Contract Language, All Contracts and Subcontracts, pertaining to civil rights, HCD,

- age discrimination, rehabilitation acts assurance, etc. (see Attachment 2).
- b) By the statement below, Contractor hereby furnishes Owner with Contractor Notice in compliance with California Business and Professions Code Section 7159:

INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P. O. Box 26000, Sacramento, CA 95826

- c) The contractor hereby agrees to abide by the requirements of Executive Order 11246 and all implementing regulations of the Department of Labor.

11. Notice to Owner (see Attachment 3).

12. Required Insurance: Contractor shall obtain and keep in effect during the life of this contract, insurance in the following minimum amounts:

Worker's Compensation and Employer's Liability Insurance meeting the statutory requirements of the State of California.

Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000. This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: Contractor's operations, operations by subcontractors, products, completed operations or professional liability where applicable and contractual liability assumed under the indemnity provisions above insured. Any Excavation, Collapse and Underground exclusions must be deleted when applicable to operations performed by the Contractor or his subcontractors.

An original certificate of such insurance shall be filed with The Town. Said certificate shall evidence coverage through the life of this Contract.

13. Safety to Public and Property: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. In such, Contractor shall provide reasonable protection to prevent damage, injury, and loss to: all employees on the work, all work and materials and equipment to be incorporated therein and other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, structures, and utilities not designated for removal or replacement under the terms of this Contract.

14. Hold Harmless: With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify and save harmless Owner and The Town , including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Contractor's operations to be performed under this Agreement for, but not limited to:

- (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to any employees or agents of Owner, The Town , or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose act Contractor may be liable regardless of whether such injury or damage is caused by a party indemnified hereunder.
- (b) Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor.
- (c) Infringement of any patent rights which may be brought against The Town or Owner arising out of Contractor's work.
- (d) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages resulting to The Town or Owner from such claims or liens.
- (e) Contractor's failure to fulfill the covenants set forth in collective bargaining agreement, wage order or any other agreement or regulation concerning labor relations.
- (f) Failure of Contractor to provide Casualty Insurance.
- (g) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of The Town's or other's equipment, hoist, elevators, or scaffolds. The indemnification provisions of (a) through (g) above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of Owner or The Town or their agents or employees. Contractor, however, shall not be obligated under this Agreement to indemnify Owner or The Town for Claims arising from the sole negligence or willful misconduct of Owner or The Town or their agents, employees or independent contractors who are directly responsible to Owner or The Town , or for defects in design furnished by such persons.
- (h) Contractor shall:
 - i. At Contractor's own costs, expense and risk, defend any claims that may be brought or instituted by third persons, including but not limited to, governmental agencies or employees of Contractor, against The Town or Owner or their agents or employees or any of them;
 - ii. Pay and satisfy any judgment or decree that may be rendered against The Town or Owner or their agents or employees, or by any of them, arising out of any such Claim; and/or
 - iii. Reimburse The Town or Owner or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section.
- (i) All work covered by this Agreement done at the site or in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of Contractor exclusively until the completed work is accepted by The Town .
- (j) The indemnities set forth in this Section shall not be limited by any insurance requirements set forth elsewhere within this agreement.

15. Assignment: Contractor shall not assign or transfer any right or obligation under this Contract without first obtaining the written consent of Owner. Any attempted assignment by Contractor shall be void.

16. Changes in Work to be Performed: No changes shall be made in the work, Contract price or Contract time for completion of work, except by written change order. The change order shall bear the signatures of the

parties to this Contract and approved (by signature) as to propriety with funding requirements by The Town . No claim for an adjustment of Contract work, price or time will be valid unless so ordered. Payment for change orders that bear additional cost shall be made in accordance with paragraph 4, above.

17. Guarantees and Material Warranties: All labor, materials and installation shall be guaranteed for a period of one year from the date of final acceptance by Owner, when subjected to normal use and care, and provided Owner has complied, in full, with the terms and payments and other conditions of this Contract. Upon written notice from Owner, Contractor shall repair or remedy any defect in materials and workmanship within the one-year period specified. Contractor shall furnish Owner with and assign to Owner all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
18. Surplus Materials and Clean-up of Premises: All materials and equipment removed and not reused as a condition of this Contract shall remain or become the property of Owner, unless otherwise so stated in writing. All surplus materials as well as all rubbish and construction debris resulting from construction activities shall be removed promptly from the job site by Contractor. Upon completion of the work, Contractor shall leave the building and premises in a "broom-clean" condition.
19. Divisibility: It is intended that each paragraph of this agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.
20. Materials Restriction: Lead base paint hazards specified in the work write-up shall be mitigated in accordance with Federal Lead Based Paint regulations listed at 24 CFR 35. All new paint used must be a non-lead based paint.
21. Arbitration:
 - a. Should any controversy arise out of or related to this Contract or the breach thereof, that falls within the provisions of 7085 et seq. of the California Business and Professions Code, other than a controversy based upon your failure to comply with a notice to return to the project under paragraph 23, the parties shall agree to submit the issue to Contractors State License Board (CSLB) arbitration. The decision of the arbitrator is final and binding on both parties. CSLB will pay for the hearing, the arbitrator, and the services of one Board-appointed expert witness per complaint. The parties are responsible for their own attorney fees, if any, and additional expert witnesses, if any.
 - b. Any controversy arising out of or relating to this Contract, or the breach thereof, that does not qualify for CSLB arbitration, or the parties do not agree to CSLB arbitration, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order whom shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding and in any litigation arising out of or relating to this contract shall be entitled to recover from the other all attorneys' fees and costs of arbitration.
22. Mechanics Liens: Contractor shall pay promptly all valid bills and charges for materials, labor or otherwise, in connection with or arising out of the rehabilitation of said property and will hold Owner free and harmless against all of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including but not limited to, court costs and attorneys' fees resulting or arising there from. Should any liens or claim of liens be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the Contract, Contractor shall forthwith pay and discharge the same and cause the same to be released of record. Contractor authorizes The Town to issue joint checks as part of any disbursement otherwise payable to Contractor whenever The Town , in its sole discretion, determines that payment in this fashion is necessary in order to protect the interests of the Lender or the Owner. (See also, Notice to Owner, Attachment 3).

23. Termination of Contract: Should Contractor commit any of the acts specified in this paragraph, the Owner may, give 72 hours' notice in writing thereof to Contractor, to commence and continue thereafter to diligently prosecute the correction thereof, and if contractor fails to do so, then without prejudice to any other rights or remedies given Owner by law or by this contract, Owner may terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and, complete said project by whatever method Owner may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if contractor shall:

- a. refuse or fail to supply enough properly skilled workers or proper materials to complete said project in the time specified in this contract and in the approved time schedule.
- b. fail to make prompt payment to subcontractors, laborers, or material men for labor performed on or materials furnished to said project;
- c. fail to comply with the time schedule for completion of the project;

The preceding notwithstanding, the following actions by the Contractor shall be deemed to be material breaches of the contract which are not subject to cure. Should Contractor commit any of the acts specified in this paragraph, the Owner may, by giving 72 hours' notice in writing thereof to Contractor, without prejudice to any other rights or remedies given Owner by law or by this contract, terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and complete said project by whatever method owner may deem expedient:

- d. Commence with any proceedings of bankruptcy;
- e. make a general assignment for the benefit of contractors;
- f. persist in disregarding any law or ordinance relating to said project or the completion thereof;
- g. suffer the revocation or suspension of its contractor's license.

24. Rights on Termination by Owner: Should Owner terminate the service of Contractor under this contract and complete said project pursuant to Paragraph 10 of this contract, the Contractor shall not be entitled to receive any further payment under this contract until said project is fully completed. On completion of said project by Owner, if the unpaid balance of the contract price exceeds the expenses incurred by Owner in completing said project, including any compensation paid by Owner for managerial, administrative, or supervisory services in completing said project, such excess shall be paid by Owner to Contractor. If the expense incurred by Owner in completion of said project exceeds the unpaid balance of the purchase price, Contractor shall pay such excess to Owner with thirty days following written demand by Owner.

25. Force Majeure: Neither Owner nor Contractor shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable or intentional acts of the party.

26. Availability of Funds: In the event the loan or grant of funds upon which this Contract is contingent is not approved, this Contract shall be considered null and void, and shall not create any liability to either Owner or Contractor.

27. Contract Nullity: This entire Contract shall be considered null and void if either of the following shall occur:

- a. Owner is not approved for funding to finance the Contract Price;
- b. Owner chooses not to proceed with the project before construction begins.

28. Three-Day Right to Cancel: "You, the Owner, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the third business day after you

received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of this contract including this notice.

If you cancel, the Contractor must return any moneys paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the Contractor's instructions on how to return the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor, and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you make keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under this Contract."

(continued on next page)

29. "You, the Owner, are entitled to a completely filled-in copy of this Contract, signed by both you and the Contractor, before any work may be started."

THE OWNER AND THE CONTRACTOR ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO ALL PROVISIONS OF THIS CONTRACT INCLUDING ALL ADDITIONAL CONTRACT DOCUMENTS.

OWNER(S):

CONTRACTOR:

By:

Business Name:

Title:

Address:

Telephone:

License Number:

Tax ID or Soc. Sec. #

Attachments:

1 – Work Write-up

2 – Standard Contract Language

3 – Notice to Owner

STANDARD CONTRACT LANGUAGE:
ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. Rehabilitation Act of 1973 and the "504 Coordinator"

The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".

3. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The grant activity to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more

The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

5. State Nondiscrimination Clause:

- a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

6. Labor Standards –Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

Davis-Bacon Act (40 USC 276a-276a-5) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

Copeland “Anti-Kickback” Act (47 USC 276(c)) requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

Contract Work Hours and Safety Standards Act – CWHSSA (40USC 327-333) requires that workers receive “overtime” compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property; therefore, you need to protect yourself. This will help to insure that all person due are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

Read and acknowledged:

Signature

Dated

Signature

Dated

**ATTACHMENT K
CONSTRUCTION PAYMENT REQUEST**

CONSTRUCTION PAYMENT REQUEST # _____

Date _____

Participant _____ Project _____ Job # _____

Project Address _____

Total Contract Amount \$ _____ Payment Amount \$ _____

Contractor: _____ Construction Supervisor: _____

Items Completed:

I request payment for work in progress on the above property. I certify that the work itemized above has been completed as of this date.

Contractor's Signature _____

Date _____

NOTE: Ten percent (10%) of the total contract amount (including all change orders) will be retained by the Town until 35 days after Notice of Completion is recorded.

The items listed above have been completed satisfactorily.

Please release payment to Contractor as requested (or amended). OWNER'S SIGNATURE

DATE

APPROVED FOR PAYMENT:

Kate Anderson, Hsg Prog Spvr

DATE

☐ Mail

☐ Pick-up

NOTES:

Distribution: **WHITE:** (Town of Paradise)

YELLOW: Owner

PINK: Contractor

GOLDENROD: Supervisor

TOWN OF PARADISE
CalHome Sponsored
First-Time Homebuyer Mortgage Assistance Program (1/4/2022)

PROGRAM GUIDELINES

CalHome Program	The Town of Paradise has an allocation of State CalHome funds available for mortgage assistance to qualified borrowers. This funding is administered in accordance with Guidelines adopted by the State Department of Housing and Community Development (HCD). CalHome financing is “gap” financing, that is, the difference between the typical mortgage low-income households can pay, plus their down payment, subtracted from the cost of a modest home. The subsidy amount will be the gap, plus non-recurring closing costs. Funds are provided to qualified households in the form of a 30-year, deferred-payment mortgage. The CalHome First-Time Homebuyer Mortgage Assistance loan helps buyers purchase homes by providing financial assistance to reduce the amount of the first mortgage.
Application Process/Selection	Applicant(s) work with Town-certified lenders of choice to obtain the primary lender’s pre-qualification. Applicant(s) then work with a certified real estate agent to select a home and enters into a purchase contract, contingent upon receiving Town program loan approval. Lender provides Town with a copy of loan packet. Town will review the packet for compliance with program guidelines and submit the package and recommendation to the Town Manager for approval. The Town provides the applicant with a decision letter. Eligible buyers will be qualified on a first-come, first-served basis.
Eligible Homebuyer(s)	The applicant(s) must be a first-time homebuyer(s), which means a borrower(s) who has not owned a home during the three-year period before the purchase of a home with CalHome assistance. In addition, the homebuyer(s) must meet the income eligibility requirements.
Displaced Homemaker	The CalHome Section 7716(m) contains a provision for displaced homemakers, single parents, and individuals who have owned a housing unit not permanently affixed to a foundation or a severely dilapidated housing unit to be considered eligible for the program.
Household Size	Any person whose primary residence will be the housing unit being purchased is considered a member of the household. You may not count, as part of your household, foster children, unborn children and children not living in the home. Children with two residences may only be counted if the child lives with the qualified applicant 50% of the time.
Household Income	The CalHome borrower household must have a gross annual income not exceeding 80% of county median income for the size of the household. For program eligibility, the total annual income includes income of <u>all adult members of the household 18 years of age or older</u> . Income also includes income from assets over \$5,000 calculated at 2.5% of the value of the asset. Borrower must be income qualified not more than 180 days prior to the closing of their loan.
Homebuyer Costs	Eligible households must document that they have the funds necessary for their amount of the down payment and closing costs as required by the primary lender and/or the Town of Paradise. The Town of Paradise requires the homebuyer to contribute a minimum of 2% of sales price of home as a down payment. These funds can be gifted from a relative and are NOT in addition to any first lender minimum down payment requirements. If the household is participating in a self-help build, their hours-worked can satisfy the 2% contribution.

Credit Worthiness	Qualifying ratios are a guideline in determining a potential borrower's credit worthiness. Many factors such as credit history, amount of down payment and size of loan will influence the decision to approve or disapprove a particular loan. Prior bankruptcies and/or foreclosures will be taken into consideration and a determination will be made based on the circumstances.
Homebuyer Education	The CalHome homebuyer must attend a Town of Paradise-approved homebuyer education class. The class will cover such topics as: preparing for homeownership, available financing, credit analysis, loan closing, homeownership responsibilities, home maintenance, and loan servicing.
Housing Unit Eligibility	Housing units eligible for the program must be located within Paradise town limits and be in compliance with State and local codes and ordinances. Said units include new or previously-owned single-family detached houses, condominiums, townhouses, units in residential loft structures or manufactured homes in a common-interest development or on a single-family lot and placed on a permanent foundation system.
Housing Debt Ratio	Monthly housing costs (front-end ratio) shall be between 28% and 35% of the borrower's gross monthly income. Total debt costs (back-end ratio) shall not exceed 45% of the borrower's gross monthly income. Compensating factors (with pre-approval by the Town) might allow for variances in these ratios.
Maximum Sales Price	The maximum allowable sales price of the assisted unit cannot exceed the current median sales price of a single-family home in Butte County.
Maximum Loan Amount	\$40,000.00
Term	30-year, deferred-payment mortgage as long as the residence continues to be owner-occupied; the entire loan is due and payable when the home is no longer occupied by borrower.
Interest Rate	3% simple interest for 10 years; after 20 years of continuous owner-occupancy of property, the interest (only) is forgiven
Primary Loan	Borrower shall obtain the maximum first lien mortgage loan with a term and interest rate from an institutional mortgage lender consistent with affordable housing costs outlined above. The term of the loan shall be fully amortized in a minimum of 30 years. Mortgage loans shall not include provisions for negative amortization, principal increases, balloon payments, or deferred interest. The first mortgage lender is required to collect and manage impound account for payment of taxes, assessments and hazard insurance according to the lender's requirements. All subordinate financing provided shall defer principal and interest payment for the term of the CalHome Program loan.
Subordination	The Town of Paradise will only subordinate to a first trust deed loan if the primary loan has a fixed interest rate, is fully amortized, and is provided by an institutional lender when the interest and/or term are reduced, to pay-off documented and verified medical costs, or to pay-off documented and verified capital improvements on the subject property. Neither debt consolidation nor cash-out is permitted.
Max CLTV	The loan-to-value ratio for the CalHome Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed one hundred percent (100%) of the property value at the time the loan is made.
Loan Repayment	Loans shall be repayable upon sale or transfer of the property, when the property ceases to be owner-occupied, or upon the CalHome program loan maturity date. Program loans are not assumable. However, in some limited circumstances, the original loan might be transferrable. Borrower may begin making voluntary payment to the Town at any time.



Town of Paradise
Council Agenda Summary
Date: January 11, 2022

Agenda Item: 2(e)

ORIGINATED BY: Eric Reinbold, Chief of Police
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Declaration of Certain Town Equipment from the Police and Fire Department to be Surplus and Obsolete

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Declare the attached described equipment as surplus property; and
2. Adopt Resolution No. 22-___, declaring certain Town Equipment to be surplus and obsolete and authorizing disposal through sale or donation by the Town Manager or his designee.

Background:

Over time, vehicles and equipment are purchased, used, become obsolete and are replaced. The vehicles and equipment listed below may be declared as unusable or outdated as it is no longer economical or effective to be use for Town purposes. The vehicles range in age from fourteen to twenty-three model-years old and need repair which would cost more than the estimated value of the vehicles. The equipment below is malfunctioning and not economical to repair. It is recommended these vehicles and equipment be disposed of as surplus property through sale or donation. Prior to sale or donation, any reusable, aftermarket, or emergency equipment with remaining useful life, as well as license plates and Town of Paradise or Paradise Police graphics shall be removed from the vehicles. The white doors of "black and white" Police vehicles shall be spray painted black as required by California Vehicle Code section 27604.

In addition, to streamline fire department equipment needs it has been identified that Squad 81 is no longer needed to meet the mission of the fire department, therefore is also recommended for surplus

Analysis:

POLICE VEHICLES AND EQUIPMENT:

1. 1999 Ford Crown Victoria, VIN 2FAFP74W5XX156131, identified as Town of Paradise vehicle PD22, with approximately 91,028 miles, and any upfit equipment attached that has reached the end of its useful life, with the exception of any emergency equipment that is unlawful to be used by the public.

2. 2007 Ford Crown Victoria Police Interceptor, VIN 2FAFP71W97X153303, identified as Town of Paradise vehicle PD17, with approximately 108,732 miles, and any upfit equipment attached that has reached the end of its useful life, with the exception of any emergency equipment that is unlawful to be used by the public.
3. 2008 Ford Crown Victoria Police Interceptor, VIN 2FAFP71V98X114834, identified as Town of Paradise vehicle PD23, with approximately 128,551 miles, and any upfit equipment attached that has reached the end of its useful life, with the exception of any emergency equipment that is unlawful to be used by the public.
4. HP LaserJet1320n printer, S/N CNRC67D6S9 that has reached the end of its useful life.

FIRE VEHICLES AND EQUIPMENT:

1. 2007 Ford F-550, VIN 1FDAW57R38EA43889, identified as Town of Paradise vehicle Squad 81, with approximately 11,506 miles.

Financial Impact:

The disposal of these items will have no negative impact on the General Fund. While they have reached the end of their useful life for the Town of Paradise, they may be found useful to other people or organizations, potentially generating a minimal amount of revenue when sold to the public.

Proceeds for the sale of Squad 81 will be placed in a reserved Fire Engine Equipment Replacement Fund.

**TOWN OF PARADISE
RESOLUTION NO. 22-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE DECLARING
CERTAIN TOWN PROPERTY TO BE SURPLUS AND AUTHORIZING DISPOSAL
THEREOF**

WHEREAS, the Town of Paradise wishes to dispose of certain equipment from the Police Department through public auction, internet sale, salvage or other legal method that is no longer functional or necessary to the Town's operations.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. The following equipment is declared to be surplus:

1. 1999 Ford Crown Victoria, VIN 2FAFP74W5XX156131, identified as Town of Paradise vehicle PD22, with approximately 91,028 miles, and any upfit equipment attached that has reached the end of its useful life, with the exception of any emergency equipment that is unlawful to be used by the public.
2. 2007 Ford Crown Victoria Police Interceptor, VIN 2FAFP71W97X153303, identified as Town of Paradise vehicle PD17, with approximately 108,732 miles, and any upfit equipment attached that has reached the end of its useful life, with the exception of any emergency equipment that is unlawful to be used by the public.
3. 2008 Ford Crown Victoria Police Interceptor, VIN 2FAFP71V98X114834, identified as Town of Paradise vehicle PD23, with approximately 128,551 miles, and any upfit equipment attached that has reached the end of its useful life, with the exception of any emergency equipment that is unlawful to be used by the public.
4. HP LaserJet1320n printer, S/N CNRC67D6S9 that has reached the end of its useful life.
5. 2007 Ford F-550, VIN 1FDAW57R38EA43889, identified as Town of Paradise vehicle Squad 81, with approximately 11,506 miles.

Section 2. Pursuant to Paradise Municipal Code Section 2.45.130, the Town Manager is hereby authorized to dispose of the property set forth in Section 1 through public auction, internet, sale, salvage, donation or other legal method.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 11th day of January, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: January 11, 2022

Agenda Item: 5(a)

ORIGINATED BY: Kate Anderson, Housing Program Manager
REVIEWED BY: [Kevin Phillips, Town Manager]
SUBJECT: Public Hearing – 2020-2021 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Conduct a second public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program
2. Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development

Background:

At the conclusion of each program year, the regulations that govern the Community Development Block Grant (CDBG) Program require the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines CDBG program accomplishments and expenditures, as well as providing an evaluation of the town's progress toward meeting its community development goals and objectives.

Analysis:

For the 2020-2021 Program year, the Town of Paradise was allocated \$169,714 for programs and projects that directly benefit the town's low and moderate-income residents. Since housing has been the greatest need since the Camp Fire, funding priorities for this program year included:

- Increase Affordable Homeowner Opportunity

However, due to our disaster and COVID, our Consolidated Plan for 2020-2024, which includes the Annual Action Plan for 2020-2021, was not approved until this year so funds for 2020-2021 were not available to spend. Instead, the Town accomplished several CDBG activities using program income funds and prior annual allocations. The Town focused on correctly accounting for its program income and five owner-occupied rehabilitation loans made out of program income funds. Additionally, the Town draw down funds previously expended from 2018 to 2020 for which the Town had not been reimbursed. Lastly, the Town assisted one household during 2020-2021 with housing repairs.

A copy of the *draft* CAPER is attached for your review and approval. Any comments received during the hearing will be incorporated into the final document prior to its submittal to HUD regional office.

Financial Impact:

The completion of the report does not require an additional expenditure. Staff time is covered by Community Development Block Grant Program funds. General Fund expenditure is not required. However, failure to complete the report could jeopardize future CDBG funding.

Town of Paradise

Draft 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program

Public Review Copy

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Town's goals for the 2020-2021 Annual Action Plan was to acquire land for low-income housing, as well as to perform program administration. Due to our disaster in 2018 and the HUD COVID waiver, the Town of Paradise's 2020-2024 Consolidated Plan was delayed by a year. The Town of Paradise did not have access to their 2020-2021 CDBG Annual Allocation until year 2021-2022. The only CDBG activity during 2020-2021 was associated with program income and prior annual allocations. Therefore, our accomplishments do not match with the goals of the 2020-2021 Annual Action Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
1A Expand & Improve Public Infrastructure	Non-Housing Community Development	CDBG: \$150,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	0	0.00%	0	0	0.00%

2A Provide Public Services for LMI & Special Needs	Non-Housing Community Development	CDBG: \$150,000.00	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%	0	0	0.00%
3A Increase Affordable Housing Opportunity	Affordable Housing	CDBG: \$199,285.00	Homeowner Housing Added	Household Housing Unit	25	0	0.00%	5	0	0.00%
3A Increase Affordable Housing Opportunity	Affordable Housing	CDBG: \$199,285.00	Direct Financial Assistance to Homebuyers	Households Assisted	25	0	0.00%	0	0	0.00%
4A Provide for Small Business Assistance	Non-Housing Community Development	CDBG: \$150,000.00	Businesses assisted	Businesses Assisted	20	0	0.00%	0	0	0.00%
5A Planning and general administration	Non-Housing Community Development	CDBG: \$150,000.00	Other	Other	0	0	0.00%	1	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During 2020-2021, the Town of Paradise focused on correctly accounting for its program income, five owner-occupied rehabilitation loans made out of its program income, and activity delivery taken on its program income. In addition, the Town drew down CDBG funds that were expended prior to our 2018 disaster through December 30, 2020 for which it had not been reimbursed. Lastly, the Town assisted one low-income

household during 2020-2021 with housing repairs.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	5
Black or African American	0
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	5
Hispanic	0
Not Hispanic	5

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Our population prior to our disaster was predominately white alone (92%) and non-hispanic (88%) so these families are representative of our population.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	0	449,477

Table 3 - Resources Made Available

Narrative

Normally, the 2020 Annual Allocation (\$169,714) would be the resources made available above; however, since the Town did not complete their 2020-2024 Consolidate Plan until July 2021, the 2020 Annual Allocation was not made available until 2021-2022. The amount expended during program year 2020-2021 was from prior annual allocations and program income.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Town of Paradise	100.0%	0.00%	See below

Table 4 – Identify the geographic distribution and location of investments

Narrative

The target area is within the Town limits of Paradise. All funds expended during the program year 2020-2021 were within the Town limits of Paradise. Expenditures that were incurred prior to our 2018 disaster include 2019 program administration, public services reimbursements, some code enforcement and several housing loans.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

During this reporting period, no additional funds were leveraged and no matching requirements were satisfied. In addition, no publically-owned land/property was used to address the needs identified in the plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	5	5
Number of Special-Needs households to be provided affordable housing units	0	0
Total	5	6

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	5
Number of households supported through Acquisition of Existing Units	5	0
Total	5	5

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

This year was particularly unusual in that our 2020-2024 Consolidated Plan which includes the 2020-2021 Annual Action Plan was approved in 2021-2022. Therefore, the goals could not have been met. However, we did correct/update our drawdowns, correct IDIS issues, acknowledge program income and loans made out of program income, performed code enforcement, and helped with home repairs.

Discuss how these outcomes will impact future annual action plans.

The result of the work we did during 2020-2021 has set us up well moving forward. Our 2020-2024 Consolidated Plan will provide a framework for our recovery. Correcting IDIS issues has put us on the correct path for future success.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	1	0
Low-income	4	0
Moderate-income	0	0
Total	5	0

Table 7 – Number of Households Served

Narrative Information

The households served were a mix of extremely low- and low-income households.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Due to the disaster, we have over 300 households living in RVs. Throughout 2020-2021, our code enforcement and housing staff has done site visits to residents ensuring that they are living in satisfactory conditions and informing them of various long-term housing options. We connect all unsheltered homeless persons to a Disaster Case Manager for assistance.

Addressing the emergency shelter and transitional housing needs of homeless persons

Indicative to many rural jurisdictions, the Town of Paradise does not have its own emergency shelter nor transitional housing, instead we rely on the County's resources. Within the County, we have an emergency shelter and transitional housing available.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Due to our disaster, we have a very robust Disaster Case Management (DCM) system. Since the entire Town is within the footprint of the wildfire, all residents qualify for a case manager. These DCMs work with households to identify long-term housing, food programs, public assistance program, behavioral health services, etc.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Town had few homeless persons prior to our disaster. The majority of our homeless households now are previously-housed persons trying to figure out how to rebuild a home with little to no funding. Through State and Federal programs, we are identifying and assisting those we can and referring those

we cannot assist to County programs.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

All public housing in Butte County is managed by the Housing Authority of the County of Butte. No public housing is available within the Town limits of Paradise.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Town works closely with the Housing Authority of the County of Butte to promote its First-Time Homebuyer program to its public housing resident and Family Self-Sufficiency program graduates.

Actions taken to provide assistance to troubled PHAs

The Town of Paradise does not own nor manage any public housing. However, a member of the Town's housing staff has been a Commissioner to the Housing Authority for a number of years and is aware that no public housing is troubled within our County.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The Town of Paradise has always been and continues to be a very accessible and affordable community to build and live. We have not policies that prevent affordable housing. The only ordinances we have added over and above the California building codes is wildland urban interface (WUI) standards. Our fees are among the lowest in the state. We have no growth limitations. Our biggest barrier to affordable housing continues to be the lack of sewer. Currently, the Town of Paradise is completing a feasibility study and implementation plan for a sewer for the more densely populated areas, including many of the properties that would be suitable for multi-family developments. After the Camp Fire, new sources of funding are now available to the Town of Paradise, and we are persuing them to construct a sewer to aid our recovery.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The Town provides two housing programs for low-income households: the first to assist homeowners with repairs and reconstruction of their residence, and the second to encourage affordable home ownership. In addition, our subrecipients address underserved needs within the community.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Town of Paradise was primarily developed between 1950 and 1980 which was a prime period for the use of lead-based paint. However, we lost 90% of that housing stock in the 2018 Camp Fire. Of the remaining 10% of housing that survived the fire, much of that stock was new which is why they survived the wildfire because of the wildland urban interface (WUI) building standards put in place several years prior to the disaster. For those few pre-1978 homes that did survive the fire, the Town offers its Owner-Occupied Housing Rehabilitation program to address lead-paint mitigation.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

One silver lining to our disaster is the robust Disaster Case Management program that came as a result of the disaster but has been a successful program that assists our poverty-level families with a multitude of services. In addition, the Town works closely with non-profit organizations in the area to provide programs/services to to very low-, low- and moderate-income residents, including the frail and elderly, mentally disabled, physically disabled, homeless, and at-risk youth.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional structure of the Town includes a five-member Town Council. Additionally, the Business and Housing Services staff provide the main administrative and project management duties for the CDBG entitlement. The Town works closely with non-profit organizations in the area to provide programs/services to very low-, low- and moderate-income residents, including the frail and elderly, mentally disabled, physically disabled, homeless, and at-risk youth. The Town also focuses on collaboration with government agencies, community needs organizations and local businesses. Last, but not least, the Town has formed a Community Relations Committee made up of approximately 11 community members to ensure feedback from its citizens.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Thanks to CDBG-DR funding, the Town is coordinating new affordable housing projects with developers. In addition, the Town is working to develop a program to replace much of its private rental housing lost in the Camp Fire. The Town works closely with Community Housing Improvement Program (CHIP) and Habitat for Humanity of Butte County on several mutual self-help homeownership and reconstruction projects. The Town is beginning to work with the North Valley Housing Trust to pool funds for affordable housing construction.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Currently, the Town of Paradise is completing a feasibility study and implementation plan for a sewer for the more densely populated areas, including many of the properties that would be suitable for multi-family developments. After the Camp Fire, new sources of funding are now available to the Town of Paradise, and we are persuing them to construct a sewer to aid our recovery. Our development fees are among the lowest in California. In addition, the Town continues to offer mastered ADU plans which have a 50% reduction in plan check fees. The Town continues to search properties to acquire for affordable housing. Through HUD's Distressed Cities Technical Assistance, the Town is working with a local non-profit entity to provide gap financing to contractors for spec builds.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Town follows the procedures adopted in the Code of Federal Regulations, created by the Office of the Assistant Secretary of Community Planning and Development that pertain to Community Development programs are contained within Part 570 for CDBG entitlement communities.

Organizations receiving CDBG funds are required to report quarterly to the Town and also provide an end of year report which is reviewed and input into IDIS for yearly accomplishments at the close of the program year. Organizations are audited and staff performs site visits on a yearly basis. Staff will monitor the organizations to make sure that HUD regulations are being met or funding is relinquished. At the end of each funding year, staff reviews the accomplishments of community service agencies to determine their ability to serve the low/mod residents of Paradise and meet the program requirements.

The Town also follows all applicable program requirements regarding housing projects and lead-based paint standards. Housing applicants are reviewed thoroughly by staff to ensure they have met all eligibility requirements. Site inspections are utilized to ensure that the housing, whether for purchase or rehabilitation, complies with safety and health requirements of the programs. Recipients are verified annually through utility billing verification to ensure owner occupancy of the property.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Town follows its Citizen Participation Plan for all CDBG-related programs. A public notice is published in the local newspaper 15 days prior to the public hearings. The draft document is made available at Town Hall, the Town's Building Resiliency Center, the Butte County Public Library (Paradise Branch) and on the Town's website. All of these locations are known to be accessible to persons with disabilities, persons of low/moderate income, as well as citizens at large who may be interested in participating through public commentary. Two public hearings are held for public comment and

questions of draft reports. All comments received are presented to Council for consideration of adoption.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Town's program objectives. Affordable housing remains the Town's top priority.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.



Town of Paradise
Council Agenda Summary
Date: January 11, 2022

Agenda Item: 6(a)

ORIGINATED BY: Ross Gilb, Finance Director / Town Treasurer
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Report of Development Impact Fees for the Town of Paradise for Fiscal Year Ended June 30, 2021

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 22-___, A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006

Background:

In April 1995, the Town of Paradise adopted a Development Impact Fee Program to address the cost of facilities and capital needs generated by residential and commercial new development. The purpose was to ensure that new growth paid its own way and didn't burden existing revenue sources. In January 2001, the program and associated fees were revised and updated. The program has five basic elements:

- Fire Facilities, Training and Equipment
- Law Enforcement Facilities, Training and Equipment
- Traffic Control Facilities
- Streets and Thoroughfares
- Drainage Facilities

In accordance with Section 66006 of the Government Code, the Town is required to prepare an annual report related to development impact fees. This report must contain the following information and be available to the public 15 days prior to review at a public meeting:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending amount of each fund.
4. The amount of the fees collected and interest earned.
5. An identification of each public improvement on which fees were expended and the percent of the public improvement funded with the fees.
6. An identification of approximate dates by which the construction of the public improvements will commence if the Town determines that sufficient funds have been collected to complete the project.
7. A description of each interfund transfer or loan made from the fund (if any).
8. The amount of refunds made of fees collected (if any).

Discussion:

Staff has completed a resolution with attached addendum, which includes the required legal information for review and adoption. It reports on development impact fees for the fiscal year ended June 30, 2021. Staff continues to monitor each impact fee account balance and look for funding opportunities for the projects identified in the 2001 study.

Financial Impact:

There is no financial impact to the Town of preparing and presenting these development impact fee reports.

**TOWN OF PARADISE
RESOLUTION NO. 22-____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA,
REPORTING UNEXPENDED DEVELOPMENT IMPACT FEES IN ACCORDANCE WITH
GOVERNMENT CODE SECTION 66006**

WHEREAS, Government Code section 66006 requires the Town to annually disclose to the public information concerning development impact fees it has received in connection with the approval of development projects; and

WHEREAS, pursuant to Government Code Section 66006, the Town made the information pertaining to the funds and improvements relating to development impact fees available to the public on December 22, 2021 after mailing notice thereof to any interest party who has filed a written request with the Town Clerk for such information.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. Pursuant to Government Code section 66006, the Town Council made available to the public all required information for fiscal year ended June 30, 2021 as stated in the reports attached to this Resolution.

Section 2. On January 11, 2022, after considering the available information and all written and oral evidence provided to it, the Council adopted this Resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 11th day of January 2022 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Steve Crowder, Mayor

ATTEST:

By: _____
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

By: _____
Scott E. Huber, Town Attorney

Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Streets and Thoroughfares (Fund 2510)
For Fiscal Year Ended June 30, 2021

Streets and Thoroughfares Impact Fees are necessary and imposed on new development in order to mitigate the impact of increased traffic on the Town's roadways. The originally adopted Management Services Institute Development Impact Fee Report indicates that street shoulder widening, street widening, road extension and connections will be necessary to keep traffic moving smoothly throughout Town as development continues. In January 2001 the schedule of development impact fees projects were updated and revised.

	July 1, 2020 - June 30, 2021
Beginning Balance	667,737.92
Revenues:	
Impact Fees Collected: *	15,133.51
Interest and Other Earnings:	2,407.46
Total Revenues:	17,540.97
Expenditures:	-
Total Expenditures:	-
Ending Fund Balance	685,278.89

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 4.2

TOWN OF PARADISE DEVELOPER FEES DETAIL STREETS AND THOROUGHFARES (Revised 1/24/00)				CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT			
LINE #	DESCRIPTION	LINEAR FEET	ESTIMATED COST	% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST		
							LOCAL IMPACT	TOWN- WIDE IMPACT	OUTSIDE TOWN
STREET SHOULDER WIDENING									
ST-01	SOUTH LIBBY ROAD FROM BENNETT TO PEARSON	4,224	\$ 462,625	60	\$ 277,575	40	\$ 185,050	0	0
ST-02	SAWMILL ROAD FROM PEARSON TO MAGADON	2,570	318,467	60	191,080	40	127,387	0	
ST-03	EDGEWOOD ROAD FROM PEARSON TO S/O MARSTON	5,400	548,729	60	329,237	40	219,492	0	
ST-04	PENTZ ROAD FROM PEARSON TO SOUTH TOWN LIMITS	5,228	548,069	10	54,807	90	0	\$383,648	\$ 164,421
ST-05	PENTZ ROAD FROM BILLE TO PEARSON	8,800	884,197	15	132,630	85	0	751,567	0
ST-06	ROE ROAD FROM NEAL TO EAST TERMINUS	10,000	1,163,406	70	814,384	30	349,022	0	0
ST-07	NEAL ROAD FROM SKYWAY TO SOUTH TOWN LIMITS	8,900	915,320	40	366,128	60	274,596	274,596	0
ST-08	SCOTTWOOD FROM BUSCHMANN TO KINSEY	5,050	467,803	30	140,341	70	280,682	46,780	0
ST-09	OLIVER ROAD FROM BILLE TO VALLEY VIEW	1,900	196,175	15	29,426	85	166,749	0	0
STREET WIDENING (FROM 2 TO 4 LANES)									
ST-10	SKYWAY FROM NORTH OF BILLE TO PENTZ	15,600	2,875,780	15	431,367	85	0	287,578	\$2,156,835
ST-11	CLARK ROAD FROM NORTH OF WAGSTAFF TO SKYWAY	7,560	1,219,316	15	182,897	85	0	121,932	914,487
STREET EXTENSIONS & CONNECTIONS									
ST-12	BUSCHMANN FROM FOSTER TO SKYWAY	1,980	248,400	15	37,260	85	0	211,140	
ST-13	ELLIOTT, FROM NIELSEN TO KIBLER	1,000	153,497	15	23,025	85	0	130,472	
ST-14	FOREST SERVICE ROAD FROM SKYWAY TO CLARK	3,200	455,362	15	68,304	85	387,058	0	0
ST-15	KELLER FROM SAWMILL TO SOUTH LIBBY	1,400	236,583	50	118,292	50	118,291	0	0
ST-16	BENNETT FROM SOUTH LIBBY TO EDGEWOOD	2,750	405,711	60	243,427	40	162,284	0	0
MISCELLANEOUS PROJECTS									
ST-17	MISC. IMPROVEMENTS - WESTSIDE AREA	...	\$ 789,227	0	0	100	\$ 789,227	0	0
ST-18	MISC. IMPROVEMENTS - SOUTHSIDE AREA	...	492,200	0	0	100	492,200	0	0
TOTAL ESTIMATED PROJECT COSTS			\$12,380,867		\$3,440,180		\$ 3,552,038	\$2,207,713	\$3,235,743

Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Traffic Control Facilities (Fund 2520)
For Fiscal Year Ended June 30, 2021

The Town's growth will impact the level of congestion on all of the Town's roadways which is the reason Traffic Control Facilities Impact Fees are necessary and imposed on new development. The originally adopted Management Services Institute Development Impact Fee Report further explains that construction of new signals will be needed to avoid congestion in the future. In January 2001 the schedule of development impact fees projects were updated and revised.

	July 1, 2020 - June 30, 2021
Beginning Balance	77,624.24
Revenues:	
Impact Fees Collected: *	1,277.21
Interest and Other Earnings:	278.16
Total Revenues:	1,555.37
Expenditures:	-
Total Expenditures:	-
Ending Fund Balance	79,179.61

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 5.2

TOWN OF PARADISE DEVELOPER FEES DETAIL TRAFFIC CONTROL FACILITIES (Revised 1/24/00)			CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT		
LINE #	DESCRIPTION	ESTIMATED COST	% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST	
						TOWN- WIDE IMPACT	OUTSIDE TOWN
TC-01	NEW TRAFFIC SIGNAL - SKYWAY & BUSCHMANN	\$150,000	15%	\$22,500	85%	\$127,500	0
TC-02	NEW TRAFFIC SIGNAL - PEARSON CHURCHILL Rec	150,000	15%	22,500	85%	127,500	0
TC-03	NEW TRAFFIC SIGNAL - CLARK & BUSCHMANN	190,000	15%	28,500	85%	161,500	0
TOTAL ESTIMATED PROJECT COSTS		\$ 490,000	15%	\$ 73,500	85%	\$ 416,500	\$0

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Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Law Enforcement Facilities, Training and Equipment (Fund 2540)
For Fiscal Year Ended June 30, 2021

Law Enforcement Facilities Impact Fees are necessary and imposed on new development because future development will impact the Town's Police Department by requiring additional police officers and support staff, new equipment and vehicles and additional building space in order to maintain the same level of service. The originally adopted Management Services Institute Development Impact Fee Report supports this need. Additional equipment and facilities are necessary to accommodate the increased public safety demands of development. In January 2001 the schedule of development impact fees projects were updated and revised.

**July 1, 2020 -
June 30, 2021**

Beginning Balance	22,879.56
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Revenues:

Impact Fees Collected: *	2,428.00
Interest and Other Earnings:	89.22

Total Revenues:	2,517.22
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Expenditures:

Two (2) police vehicles - 100%

Total Expenditures:	-
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Ending Fund Balance	25,396.78
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* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 6.2
(Revised 1/24/00)

TOWN OF PARADISE DEVELOPER FEES DETAIL LAW ENFORCEMENT FACILITIES, EQUIPMENT & TRAINING			CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
LINE #	DESCRIPTION	ESTIMATED COST	% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
PD-01	Police facility expansion					
PD-01	A. Construction costs (3,500 sq. ft.)	\$ 437,500	50%	\$ 218,750	50%	\$ 218,750
PD-01	B. Design, engineering and contract admin. (15% of building construction)	\$ 65,625	50%	\$ 32,813	50%	\$ 32,812
PD-01	C. Contingence (10% of above costs)	\$ 43,750	50%	\$ 21,875	50%	\$ 21,875
PD-02	Vehicles (four vehicles at \$30,000:3 @ \$20,000)	\$ 180,000	50%	\$ 90,000	50%	\$ 90,000
PD-03	Training costs (see schedule 6.4)	\$ 317,196	0%	\$	100%	\$ 317,196
	TOTAL ESTIMATED PROJECT COSTS	\$1,044,071	34.8%	\$ 363,438	65.2%	\$ 680,633

Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Fire Facilities, Training and Equipment (Fund 2550)
For Fiscal Year Ended June 30, 2021

Fire Facilities Impact Fees were imposed on new development because new development increases the demand on public safety facilities and fire equipment through increased calls for services as shown in the originally adopted Management Services Institute Development Impact Fee Report. Additional equipment and facilities are necessary to accommodate the increased public safety demands of development. In January 2001 the schedule of development impact fees projects were updated and revised.

	July 1, 2020 - June 30, 2021
Beginning Balance	34,784.50
Revenues:	
Impact Fees Collected: *	4,345.89
Interest and Other Earnings:	137.95
Total Revenues:	4,483.84
Expenditures:	-
Total Expenditures:	-
Ending Fund Balance	39,268.34

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 7.2

(Revised 1/24/00)

TOWN OF PARADISE DEVELOPER FEES DETAIL FIRE FACILITIES, EQUIPMENT & TRAINING

LINE #	DESCRIPTION	ESTIMATED COST	CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
			% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
FD-01	ACQUISITION OF COMMAND VEHICLE	\$35,000.	85%	\$29,750.	15%	\$5,250.
FD-02	ACQUISITION OF BRUSH TRUCK (STATION #1)	\$180.00.	85%	\$153,000.	15%	\$27,000.
FD-03	FUEL TANK EXPANSION (STATION #2)	\$65,000.	50%	\$32,500.	50%	\$32,500.
FD-04	REPLACEMENT OF RADIO EQUIPMENT	\$40,000.	50%	\$20,000.	50%	\$20,000.
FD-05	REPLACEMENT OF BREATHING APPARATUS (32 UNITS) + AIR BOTTLES (32 UNITS)	\$48,000.	85%	\$40,800.	15%	\$7,200.
FD-06	RETROFIT ENGINE CAB TO FULLY ENCLOSED	\$38,000.	67%	\$25,460.	33%	\$12,540.
FD-07	REPLACEMENT OF AIR COMPRESSOR	\$24,000.	85%	\$20,400.	15%	\$3,600.
FD-08	TRAINING COSTS (SEE SCHEDULE 6.4)	\$32,000.	0%	0	100%	\$32,000.
FD-09	REPLACEMENT OF LADDER TRUCK	\$350,000.	45%	\$157,500	55%	\$192,500.
	TOTAL ESTIMATED PROJECT COSTS	\$812,000.	59%	\$479,410	41%	\$332,500.

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Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Drainage Facilities (Fund 2551)
For Fiscal Year Ended June 30, 2021

The Construction of flood control and storm drainage facilities is essential to the preservation of private property, public streets, curbs and other facilities. Drainage Facilities Impact fees are necessary and imposed on new development in order to build such facilities. The originally adopted Management Services Institute Development Impact Fee Report indicates that development will require the installation of additional storm drain lines and detention basins to handle increased runoff from developing areas. In January 2001 the schedule of development impact fees projects were updated and revised.

**July 1, 2020 -
June 30, 2021**

Beginning Balance	760,551.22
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Revenues:

Impact Fees Collected: *	8,805.12
Interest and Other Earnings:	2,712.36

Total Revenues:	11,517.48
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Expenditures:

Total Expenditures:	-
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Ending Fund Balance	772,068.70
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* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 9.2
(Revised 1/24/00)

SCHEDULE 9.2 TOWN OF PARADISE STORM DRAINAGE FACILITIES				CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
PROJECT NO.	DESCRIPTION	ORIGINAL ESTIMATED COST*	CURRENT ESTIMATED COST**	% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
STORM DRAINAGE IMPROVEMENTS							
SD-01	WAGSTAFF BASIN	\$140,053	\$ 164,018	0.00		100.00	\$ 164,018
SD-02	VALLEY VIEW BASIN	101,056	119,050	0.00		100.00	119,050
SD-03	NORTH END OF HONEY RUN BASIN	484,652	567,584	0.00		100.00	567,584
SD-04	HONEY RUN 6 BASIN	306,302	358,715	0.00		100.00	358,715
SD-05	LOWER SKYWAY BASIN	227,106	266,061	0.00		100.00	266,061
SD-06	POE 1 BASIN	470,007	551,205	0.00		100.00	551,205
SD-07	POE 2 BASIN	148,392	173,784	0.00		100.00	173,784
SD-08	PEARSON 5 BASIN	381,077	446,988	0.00		100.00	446,988
SD-09	PEARSON 5A BASIN	66,535	77,921	0.00		100.00	77,921
SD-10	PEARSON 1 BASIN	2,693,200	3,154,048	42.73	\$1,347,724	57.27	1,806,323
SD-11	CLARK 1 BASIN	481,127	563,456	37.20	209,606	62.80	353,850
SD-12	CLARK 2 BASIN	664,193	777,846	43.74	340,230	56.26	437,616
SD-15	SAWMILL 1 BASIN	343,159	401,879	0.00		100.00	401,879
SD-16	SAWMILL 4 BASIN	83,000	97,202	0.00		100.00	97,202
SD-17	PENTZ 1 BASIN	1,079,737	1,264,496	0.00		100.00	1,264,496
SD-18	PENTZ 5 BASIN	204,000	238,907	0.00		100.00	238,907
SD-19	WEST BRANCH BASIN	251,582	294,632	0.00		100.00	294,632
SD-20	COUNTRY CLUB BASIN	53,000	62,070	0.00		100.00	62,070
SD-21	INDUSTRIAL PARK BASIN	44,083	52,563	0.00		100.00	52,563
T O T A L		8,226,001	\$9,632,425	19.70	\$1,897,561	80.30	\$ 7,734,864

* ORIGINAL PROJECT COSTS MSI STUDY; OCTOBER 1991

** CURRENT PROJECT COSTS, BASED UPON ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX

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Town of Paradise
Council Agenda Summary
Date: January 11, 2022

Agenda Item: 6(b)

ORIGINATED BY: Susan Hartman, Community Development
Director – Planning & Wastewater
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Interim Housing Urgency Ordinance Exceptions
Committee Application – 6384 Oak Way

LONG TERM No
RECOVERY PLAN:

COUNCIL ACTION REQUESTED:

1. (a) Concur with the recommended approval provided by Exceptions Committee Member Culleton; and,
(b) Authorize staff to accept and process a Temporary Use Permit application from the applicant; or,
2. (a) Concur with the recommended denial provided by Exceptions Committee Member Jones; and,
(b) Direct staff to not accept and process a Temporary Use Permit application and forward the code enforcement case to legal counsel for abatement; or,
3. Provide alternative direction to town staff.

Background:

At the September 14, 2021 Town Council meeting, the Interim Housing Urgency Ordinance was amended to include the formation of an “Exceptions Committee” comprised of two Town Council members to review applications for exceptions to the urgency ordinance due to extraordinary circumstances. At the November 9, 2021 Town Council meeting, the application standards and general format was reviewed and approved by Council.

In December, one (1) exception application was received for consideration by Exception Committee Members Culleton & Jones. It was:

6384 Oak Way – applicant, Jonathon Detro, and his wife lost the residence they were renting in Concow due to the Camp Fire before moving onto his parent’s fire destroyed property on Oak Way, where he grew up, since the parents had ended up purchasing a home in Oregon and relocating. On December 31, 2020, the parents added the applicant to the deed for the Oak Way property. Since June 2020, the property has been subject to code enforcement actions due to numerous code violations including multiple RVs without a Temporary Use Permit (TUP). Property was finally brought into compliance December 2021, short of having a TUP for the RV, at which time the applicant filed for an exception.

The post-fire code enforcement history for 6384 Oak Way is as follows:

- Code Enforcement case opened in June 2020 for 3 RVs and trash/debris.

- 1st citation issued July 2020
 - 2nd citation issued October 2020
- The parents added the applicant to the deed in December 2020.
- The applicant applied for an RV TUP and electrical permit in January 2021 (in response to the code enforcement actions).
- The RV TUP was not issued because of code violations that still existed on the property from June 2020:
 - Too many RVs
 - Trash/debris (appliances, tires, junk)
- 3rd citation issued March 2021.
- Notice of Abatement sent August 2021.
- Electrical permit for power pedestal finalized August 2021.
- TUP Notice of Denial sent to applicant September 2021 in response to ordinance changes requiring all TUP sites to be in full compliance with the ordinance by September 30, 2021.
- Code Enforcement compliance inspection October 2021 – trash/appliances still needed to be removed, owner working on it.
- New Notice of Abatement sent October 2021 for marijuana grow. Plants removed 2 weeks later; case closed.
- Code Enforcement compliance inspection December 2021 – property finally cleaned up and in compliance other than needing a TUP for the RV. Removed from Town Attorney's list of abatements while owner applies for Exceptions Committee consideration.
- Applicants allege to have a contract with Rancho Engineering for use of a mastered set of building plans which they hope to have permitted in spring 2022.

Analysis:

Review of the application materials and background information led to a split recommendation from Exceptions Committee members Culleton and Jones. Member Culleton is favorable to recommending approval if the applicant's name is on the deed and the applicant provides evidence of the signed contract with Rancho Engineering within 30 days. Member Jones recommends denial pointing out that the site was not in compliance with the September 30th violations deadline and in fact incurred additional enforcement violations after that date (marijuana grow).

Staff reached out to Rancho Engineering and verified that the applicant does not have a contract for preparation of "The Flumes Mono Pitch Roof" mastered building plans at this site. They've had discussions as to the requirements, but the applicant has yet to follow through. Part of the application narrative is predicated on the notion that the applicants are close to submitting for their rebuild permit, but clearly that is not as soon as indicated if they do not have an active contract for those services.

Attached with this council agenda summary for your consideration and direction is the Exceptions Committee application and supporting documents for 6384 Oak Way. If Council agrees to approve the application and allow the applicant to secure a TUP, it will be effective for the duration of the urgency ordinance, currently April 30, 2023, subject to on-going compliance with all health and safety standards or until the rebuilt house is finalized if the construction permit is issued prior to the expiration of the urgency ordinance.

Council may also elect to assign additional conditions to their approval, if granted, such as providing evidence of a signed contract for use of mastered building plans prior to TUP issuance, or a deadline to meet certain thresholds such as having the building plans submitted for review. If denied, staff will prepare notice to the applicants as well as move the property back onto the abatement list with the Town's legal counsel.

Financial Impact:

Costs of staff time processing a Temporary Use Permit application is recovered through the Council-adopted application fee. If moved to abatement, as approved by the court, the cost of the legal fees and cleanup would be borne upfront by the Town's General Fund with reimbursement requested from the property owner. Any unpaid fees by the property owner are then placed as a lien against the property for future reimbursement to the Town.



TOWN OF PARADISE
Development Services Department
6295 Skyway, Paradise CA 95969

Interim Housing Urgency Ordinance
Exceptions Committee Permit Application Form

Applicant Name: Jonathon ray detro / Dannette Barefield

Owner Name (if different): Jonathon ray detro

Mailing Address: 6384 oak way paradise ca 95969

Property Address: 6384 oak way, paradise ca. 95969

After the Camp Fire, has there been an occupied RV on the property? Yes ☒ No ☐

If "No", stop – you do not qualify to file an application.

If "Yes", please answer the following:

- Did you have a Temporary Use Permit to occupy an RV on that site? Yes ☐ No ☒
- Have you been issued a Notice of Violation or Administrative Citation? Yes ☒ No ☐
- Are you currently complying with the following required standards of the Urgency Ordinance?
 - 1) Property owner owned the property at time of the Camp Fire. Yes ☒ No ☐
 - 2) Occupant(s) of the RV were Town residents who were displaced by the Camp Fire (proof of residency required). Yes ☒ No ☐
 - 3) There is only one temporary dwelling that is an RV or movable tiny house licensed by DMV. Yes ☒ No ☐
 - 4) RV and cargo container comply with all required setbacks (property line, road, septic tank, easement, etc.). Yes ☒ No ☐
 - 5) RV is connected to a functioning septic system (not a porta-potty). Yes ☒ No ☐
 - 6) RV is connected to a power pole/pedestal and inspected electrical service hookup (not a generator). Yes ☒ No ☐
 - 7) RV is connected to PID, a water well, or potable water holding tank. Yes ☒ No ☐
 - 8) Site is served by NRWS for solid waste collection. Yes ☒ No ☐
 - 9) Paradise Municipal Codes relating to maintenance of residential property:
 - Is the property complying with defensible space? Yes ☒ No ☐
 - Are there inoperable/unregistered or wrecked/dismantled vehicles? Yes ☐ No ☒
 - Is there outdoor junk, broken or discarded household appliances? Yes ☐ No ☒

If you are not complying with one or more of the above listed requirements of the Urgency Ordinance, please explain why (attach additional sheets, if needed):

<p>Paid for temp rv permit in jan 2020. Was not issued due to a code violation case. All code until rv permit or build is issued. We have a signed contract with rancho engineering for We request a exception allowing us to remain on our lot while the plans are being drawn . Informed us as soon as we get the build permits he will close the code violation case . Questions you might have The property was my mom and dads at the time of the fire . My parents purchased a new home out of state and deeded me the paradise lot so we could have a place to rebuild. While we were not living here at yhe time of the fire . We have lived here before the fire The property has been in the family for near 30 years. And with the help of my parents we fully intend to build on the lot and plan to Use it as our primary residence and grow old here Until one day it will be passed down to my children. Please grant us the exception and allow us to remain on our lot until plans are finished and we can submit them to purchase a build permit at witch time we will also be recieving a rv permit and the code violation case will be closed. Thank you</p>	<p>Violations have been remedied except for the no rv permit. Code case can not be closed Plans to build the flums mono pitch house. Just need time for them to complete the plans Code inspector roy willis has been working with us to keep our lot in compliance and has If you have any questions please feel free to contact me. I would be happy to avnser any My spouse and i were renters in concow where we to lost our home in the fire. We have lived here before the fire The property has been in the family for near 30 years. And with the help of my parents we fully intend to build on the lot and plan to Use it as our primary residence and grow old here Until one day it will be passed down to my children. Please grant us the exception and allow us to remain on our lot until plans are finished and we can submit them to purchase a build permit at witch time we will also be recieving a rv permit and the code violation case will be closed. Thank you</p>
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Why are you currently not rebuilding?

Currently having plans drawn up by rancho engineering

Planning to begin building this coming spring and hope to have it finished with in the next year if all goes as planned.

What is your timeline for rebuilding?

Please explain why you are requesting an exception to the Urgency Ordinance (attach additional sheets, if needed):

We are requesting a exception so that we may be allowed to Remain living on our lot whole we are in the planning and permitting Stages of our rebuild.

If approved, you be required to respond to a quarterly questionnaire regarding your progress towards rebuilding.

I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE, ACCURATE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Applicant's Signature _____ Date 12/09/21

Property Owner's Signature _____ Date 12/09/21

FOR TOWN USE ONLY

Code Enforcement verification of currently occupied RVs:

- 1) Property owner owned at time of fire:

☐ Verified☐ Non-compliant: Gloria & Scott Detro at time of Fire, Jonathon added 12/31/2020

- 2) RV occupants are displaced residents:

☐ Verified☐ Non-compliant: No proof submitted, see attached email. Displaced by Camp Fire, but lived in Concow.

- 3) One RV/tiny home that is DMV registered:

☒ Verified☐ Non-compliant: Second RV removed

- 4) Complies with setbacks:

☒ Verified☐ Non-compliant: _____

- 5) Connected to functioning septic system:

☒ Verified☐ Non-compliant: _____

- 6) Connected to pedestal/pole with inspected electrical service:

☒ Verified☐ Non-compliant: _____

- 7) Water connection:

☒ Verified☐ Non-compliant: _____

- 8) Active NRWS service:

☒ Verified☐ Non-compliant: _____

- 9) Property maintenance:

☒ Verified☐ Non-compliant: VERIFIED 12/7/2021

Additional notes: Code cases: Marijuana grow opened 10/12/2021 closed 10/22/2021,
RV w/ No TUP & Debris opened 6/17/2020 removed from nuisance abatement status 12/7/2021

Case not closed yet because of RV w no TUP

ALL APPROVALS ISSUED WITH CONDITIONS WILL BE GIVEN A 30-DAY DEADLINE FOR COMPLIANCECULLETON:☐ Deny☒ Approve

Conditions of approval:

as long as his name is on the deed &
provides copy of contract with Rancho
Engineering within 30 days.

JONES:☒ Deny☐ Approve

Conditions of approval:

Deny - code violations as of 9/30/21 and
additional violation in October for marijuana
grow.

Vierra, Anne

From: Jonathon Detro
Sent: Sunday, December 12, 2021 6:23 AM
To: Vierra, Anne
Subject: Re: Exception application

Here's the thing at the time of the fire we were renters in concow. My paradise lot where we currently are living and have been since Nov 2019 was my parents property. It's mine now and is where we will be building our primary residence, we have choose to build the flumes home from the building plans library. We Are currently contracted with rancho engineering and they are drawing up the plans to fit my lot at this time.

I can dig up our fema numbers and provide proof that our rental home in concow was a complete loss. We have resided on the paradise lot in the past. But not at the time of the fire. The property has been in the family for near 30 years. My parent decided they were to old to rebuild and purchased a home in grants pass. They have deeded me the paradise lot to me so that I would have a place to build my home. I was given two options as to where to build. Here on oak way or my late grandfather's lot on lower Billy.

⁸⁷⁷ I choose to take the oak way lot due to having lived here before and being fimilure with the property and where all the pipes and leach lines are being I put them In Myself when mom and dad first bought the property.

I am a retired and disable carpenter with 20 years of experience in construction. There for I intend to build it as a owner/contractor. I will also be inlisting the help of my father who has 50 years experience building homes. Together we built many if the homes n the ridge that were lost in the fire. I have worked for several of the local construction company's as well as had a partnership in the family contracting buisness. So I am fully capable of building the home myself. And I look forward to pounding every nail myself. There comes a certain pride when you can say that you build your home yourself.

I will try to fill out the application again and resend it to you shortly along with fema numbers for both my spouse and I. Please let me know if there is any thing else I can provide.

I have documents showing that I have and am hooked up to a working septic. Have had a temp power pedestal installed. Paid for my pid back flow valve. We have current garbage service. Have had the property surveyed. And have building plans being drawn up. Other then the temp rv permit I do beleave I have everything that is required to move forward with the process.

I also did pay for a temp rv permit in Jan 2020 along with the temp power permit. But due to having two rvs and a broke down vehical on my lot the rv permit was never issued and a code case was started. I have remedied all code violations except for the unpermitted rv that I reside in.

Roy Willis the code inforcment officer has informed me that he is prepared to close the case but his hands are tied he can't close the case because technically I'm still in violation for not having the rv permit. But that everything else has been brought up to compliance. He stated that once I get my build permit he will be able to close the case. It's a catch 22 type situation. That's why we need to apply for the exception so that we may be allowed to remain on our lot while in the permitting stages of the process.

I fully intend to build on the lot and have no intention on vacating my lot. I have put to much money time and effort into this adventure to walk away from it now. If only the rv permit I paid for back in 2020 had been issued none of this would have had to happen.

We thank you for your time and your understanding. This is all new to us and we are learning as we go. So there have been some bumps in the road so to speak. But with time and a little understanding and compassion on the town councils part we will get thew this and complete our goals. After all it's a marathon and not a sprint to the finish. It takes time and was a big life choice when we decided to remain in my home town and rebuild.

I was born here and can trace my family tree all the way back to before paradise was even a town. My family came here during the gold rush and has been here ever sence. There are still many of my relatives living in paradise including the Johnsons. The Humphreys. The Hayes. And the roe's. We have a long history in this town and God willing a long and fruitful future.

Jonathon R De Tro

On Fri, Dec 10, 2021, 8:46 AM Vierra, Anne <avierra@townofparadise.com> wrote:

Could you also please send something that can verify that you were displaced from the camp fire. A document showing your name and dated before the fire with a paradise address. A utility bill, an old id , fema registration etc.

Thank you

Anne Vierra

Assistant Planner

Town of Paradise | (530) 872-6291 x 412

From: Jonathon Detro
Sent: Friday, December 10, 2021 12:17 AM
To: Vierra, Anne <avierra@townofparadise.com>
Subject: Exception application

Let's try that again. Application for 6384 oak way, Paradise, CA 95969. Jonathon detro and dannette barefield

Jonathon R De Tro



Town of Paradise
Council Agenda Summary
Date: January 11, 2022

Agenda Item: 6(c)

ORIGINATED BY: Susan Hartman, Community Development
Director – Planning & Wastewater
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Survey Requirements for Title Transfer Discussion

LONG TERM No
RECOVERY PLAN:

COUNCIL ACTION REQUESTED:

1. Provide staff with verbal direction and/or concurrence on the proposed educational campaign for property buyers regarding boundary surveys; OR
2. Direct an alternative directive to town staff.

Background:

At the December 14, 2021 council meeting, Town Council initiated a discussion with staff regarding property surveys; the point at which they are required, and whether there was a need or desire to revise the current building or zoning ordinance to require surveys at time of title transfer. Concern was raised by some Council members about protection to buyers and accurately knowing the property boundaries of the parcels they were purchasing. Other Council members voiced their concerns about requirements that would create additional fees and hurdles to the sale of their lot(s).

Staff was directed to review the current survey requirements and to bring back potential solutions to alleviate concerns raised by Council and to provide additional information on the how the Town is working to preserve survey monumentation that is in the Town's right-of-way.

Discussion:

Surveys at time of property transfer

There are currently four (4) types of development projects that regularly require a property survey:

- Subdivision maps (splitting property into 5+ lots)
- Parcel maps (splitting property into 2-4 lots)
- Lot Line Adjustments (moving a common property line - monuments are occasionally set and recorded)
- Building permits which authorize new construction or additions on standing structures.

When transferring title, there are now two (2) types of clearances properties need from the Town:

- Septic system "Clearance to Record" for standing homes
- Defensible space clearance beginning April 2022

Instead of property transfers being added to the list of activities that require a property survey, staff would propose that the processes for existing Town escrow clearances be amended to include additional information for the buyer regarding the survey status of the property they are purchasing. This would provide important information to both the buyer and seller, regarding the survey status of the property, without placing an undue financial burden or hardship on the escrow transaction. The buyer can then use that information to either further negotiate with the seller for a survey, if desired, or just take mental note of the information regarding future development.

Since all properties, vacant and developed, will be subject to the defensible space clearance it is recommended that its clearance form be the one to be amended to include check box mark-offs for whether there is a survey on file with the Town for the property or not. For those properties with no survey on file, a disclaimer will inform the parties that the property lines have not been verified and future development on said property will require a Surveyor's Certification form. Building staff has quick access to Town and County survey directories to be able to verify the existence of filed surveys and can coordinate said information with the Fire Prevention Office.

In addition to this proposed written notification, staff would work with the Paradise Board of Realtors to participate in a virtual meeting with its members regarding these changes – much like staff did after the Camp Fire regarding the changes to the septic clearances. Resources, such as the online survey map found on Rebuild Paradise's website at <https://www.rebuildparadise.org/mapping/> can be shared with the realtors to pass on to their clients as well as how to read the Assessor tax maps that are included in preliminary title reports which reference historical surveys and existing survey pins. Together, this educational campaign will work to better inform buyers and sellers about the importance of property boundaries in a time when many contiguous lots are still undeveloped and therefore visual inspection and assertion of vacant lots can be difficult.

Survey monumentation protection

Both California's Business & Professions Code (§8771) and California's Streets & Highways Code (§1810.5) require that survey monuments be preserved and/or re-established when necessitated. When Town-led projects are in the right-of-way, usually referred to as Capital Improvement Projects, the spec book for the contractors has a section specific to monument preservation and re-establishment. The Engineering Division is currently overseeing the setting of some new monuments in the right-of-way and will be working to update their database of those details.

Private residential and commercial jobs are also subject to these same monumentation preservation requirements and Town staff will be reviewing permitting processes to look for ways to educate and ensure compliance on private job sites. All residential properties have property line setbacks which help to keep the survey pins clear of potentially destructive construction activities, but additional scrutiny can and will be given to development activities on commercial properties with zero lot line setbacks as well as to right-of-way encroachment activities (driveways, frontage improvements) on any property.

With the diligence of staff overseeing activities in the Town's right-of-way as well as reviewing development plans for potential conflicts with known survey pins, the hard work of past and present surveyors should be successfully preserved as required by state law.

Financial Impact:

Discussion of municipal code ordinances and permitting processes will have no financial impact upon the Town of Paradise.



Town of Paradise
Council Agenda Summary
Date: January 11, 2022

Agenda Item: 6(d)

ORIGINATED BY: Jessica Erdahl, Sr. Capital Projects Manager
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Emergency Relief Projects – Award Construction Contracts

LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Consider adopting Resolution No. 2022- ___, A Resolution of the Town Council of the Town of Paradise awarding contract No. 7301.CON for the On-System Culvert Repair Project to the lowest responsible and responsive bidder in the amount of their base bid; and,
2. Consider adopting Resolution No. 2022- ___, A Resolution of the Town Council of the Town of Paradise awarding contract No. 7302.CON for the On-System Hardscape Replacement Project to the lowest responsible and responsive bidder in the amount of their base bid; and,
3. Consider adopting Resolution No. 2022- ___, A Resolution of the Town Council of the Town of Paradise awarding contract No. 7304.CON for the On-System Sign Replacement Project to the lowest responsible and responsive bidder in the amount of their base bid; and,
4. Authorize the Town Manager to execute an agreement with the lowest responsible and responsive bidder relating to Contracts 7301.CON, 7302.CON, and 7304.CON and to approve contingency expenditures not exceeding 10% of the base bid. (ROLL CALL VOTE)

Background:

Culverts:

As a result of the 2018 Camp Fire, numerous on-system HDPE culverts were damaged. Immediately following the disaster, the Town identified fifteen (15) on-system culverts, initially, that needed emergency opening (EO) repairs. EO repairs were completed between December 2018 and June 2019. Subsequent assessments identified twenty-five (25) additional locations that were damaged and in need of permanent restoration.

Signs:

As a result of the 2018 Camp Fire, numerous roadway signs were damaged. Upon completion of an assessment in spring 2019, 123 locations were identified that required removal, replacement or resetting of roadway signs.

Hardscape:

As a result of the 2018 Camp Fire and on-going heavy fire debris removal, 30 hardscape locations were identified that sustained damage. The locations included damaged concrete curb, gutter and sidewalk, lighting, planters and amenities town wide.

The Town coordinated with Caltrans and Federal Highways Administration (FHWA) to secure Emergency Relief permanent restoration funding to repair the damaged infrastructure town wide. Through the Emergency Relief Program, the Town of Paradise has been approved for \$2,112,800 for the on-system culvert repair, sign and hardscape replacement projects. The approved projects are located on Federal-Aid "On-System" roads – meaning the Town's primary collectors and arterials such as Skyway, Clark, Pearson, Elliott, Bille, Wagstaff, Pentz, etc.

On December 11, 2018, Paradise Town Council awarded a contract to Mark Thomas to perform engineering services on disaster related projects. Subsequently, in July 2020, task orders were issued to perform civil design services on the culvert repair, sign and hardscape replacement projects.

On October 12, 2021 Paradise Town Council adopted a resolution approving the Plans & Specifications for the On-System culvert repair, sign and hardscape replacement projects. Council further directed staff to advertise for bids.

Analysis:

On January 4, 2022 bids were received by the town Clerk for the culvert repair, sign and hardscape replacement projects and publicly opened. A list of bids will be presented at the Council meeting.

Per the contract specifications, the award of the contracts, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid and any additive bid items chosen by the Town, whose bid complies with all the requirements prescribed.

Financial Impact:

FHWA Emergency Relief funds have been authorized as Advance Construction (AC) for the construction and construction engineering phases. Advance Construction is a project authorization technique that allows FHWA to authorize a project phase without obligating Federal funds. Projects authorized under Advance Construction procedures will not receive federal reimbursement until Federal funds become available and are obligated on a subsequent sequence. The Town will use local funds to perform the construction and construction engineering phases for future federal reimbursement. Emergency Relief AC funding is typically obligated as federal funds within 6 months following federal authorization to proceed.

The total estimated construction and construction engineering cost for all three projects is \$1,943,400. The estimated funding breakdown is shown below. A detailed project accounting description will be made available at the time of contract award.

On-System Culvert Repair Project

Project Phase	Total Estimated Cost	Grant 88.53%	Local 11.47%	Funding Status
Preliminary Engineering	\$73,900.00	\$65,423.67	\$8,476.33	Obligated
Right of Way	\$0	\$0	\$0	N/A
Construction	\$737,100.00	\$652,554.63	\$84,545.37	AC
Construction Engineering	\$110,800.00	\$98,091.24	\$12,708.76	AC
TOTAL	\$921,800.00	\$816,069.54	\$105,730.46	

On-System Sign Replacement Project

Project Phase	Total Estimated Cost	Grant 88.53%	Local 11.47%	Funding Status
Preliminary Engineering	\$26,000.00	\$23,017.80	\$2,982.20	Obligated
Right of Way	\$0	\$0	\$0	N/A
Construction	\$259,200.00	\$229,469.76	\$29,730.24	AC
Construction Engineering	\$38,900.00	\$34,438.17	\$4,461.83	AC
TOTAL	\$324,100.00	\$286,925.73	\$37,174.27	

On-System Hardscape Replacement Project

Project Phase	Total Estimated Cost	Grant 88.53%	Local 11.47%	Funding Status
Preliminary Engineering	\$69,500.00	\$61,528.35	\$7,971.65	Obligated
Right of Way	\$0	\$0	\$0	N/A
Construction	\$693,200.00	\$613,689.96	\$79,510.04	AC
Construction Engineering	\$104,200.00	\$92,248.26	\$11,951.74	AC
TOTAL	\$866,900.00	\$767,466.57	\$99,433.43	

Required matching funds, \$242,338.16 (11.47%), are anticipated to be awarded through the Community Development Block Grant-Disaster Recovery fund allocation process.

Attachments:

- A. Resolutions

**TOWN OF PARADISE
RESOLUTION NO. 2022-____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AWARDED CONTRACT NO. 7301.CON FOR THE ON-
SYSTEM CULVERT REPAIR PROJECT TO THE LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER.**

WHEREAS, on-system road HDPE culverts sustained damage as a result of the Camp Fire; and,

WHEREAS, the Town of Paradise has received a \$921,800 allocation of Federal Highway Administration Emergency Relief Program funds; and,

WHEREAS, the purpose of the Emergency Relief Program is Repair or reconstruction of Federal-aid highways and roads ("On-System") which have suffered serious damage as a result of natural disasters.

WHEREAS, eligible repairs may include, but are not limited to, damage occurring to pavement or other surface courses, shoulders, embankments, cut slopes, roadside development, and stream channels, whether man-made or natural. Pavement repairs or reconstruction may also include rock slope protection, cribbing, or other stream bank control features, bridges, retaining walls, culverts and debris removal, including other deposits from roadway drainage channels and the traveled way.

WHEREAS, the On-System Culvert Repair Project is consistent in scope with the approved emergency relief funds: and,

WHEREAS, the On-System Culvert Repair Project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire.

WHEREAS, the Town Council approved the Plans, Specification and Estimates and authorized advertisement for bids on the project on the 12th day of October 2021; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. The Town Manager is authorized to award and execute the construction contract to the lowest responsible and responsive bidder in the amount of their base bid for the On-System Culvert Repair Project and approve contingency expenditures not exceeding 10%.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 11th day of January 2022, by the following vote:

TOWN OF PARADISE
RESOLUTION NO. 2022-

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 2022-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AWARDED CONTRACT NO. 7302.CON FOR THE ON-
SYSTEM HARDSCAPE REPLACEMENT PROJECT TO THE LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER.**

WHEREAS, on-system roadway signs sustained damage as a result of the Camp Fire; and,

WHEREAS, the Town of Paradise has received a \$866,900 allocation of Federal Highway Administration Emergency Relief Program funds; and,

WHEREAS, the purpose of the Emergency Relief Program is Repair or reconstruction of Federal-aid highways and roads ("On-System") which have suffered serious damage as a result of natural disasters; and,

WHEREAS, eligible repairs may include, but are not limited to, damage occurring to pavement or other surface courses, shoulders, embankments, cut slopes, roadside development, and stream channels, whether man-made or natural. Pavement repairs or reconstruction may also include rock slope protection, cribbing, or other stream bank control features, bridges, retaining walls, culverts and debris removal, including other deposits from roadway drainage channels and the traveled way; and,

WHEREAS, the On-System Hardscape Replacement Project is consistent in scope with the approved emergency relief funds; and,

WHEREAS, the On-System Culvert Repair Project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire, and

WHEREAS, the Town Council approved the Plans, Specification and Estimates and authorized advertisement for bids on the project on the 12th day of October 2021.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF PARADISE AS FOLLOWS:**

Section 1. The Town Manager is authorized to award and execute the construction contract to the lowest responsible and responsive bidder in the amount of their base bid for the On-System Hardscape Replacement Project and approve contingency expenditures not exceeding 10%.

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PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
11th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 2022-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE AWARDDING CONTRACT NO. 7304.CON FOR THE ON-
SYSTEM SIGN REPLACEMENT PROJECT TO THE LOWEST
RESPONSIBLE AND RESPONSIVE BIDDER.**

WHEREAS, on-system roadway signs sustained damage as a result of the Camp Fire; and,

WHEREAS, the Town of Paradise has received a \$324,100 allocation of Federal Highway Administration Emergency Relief Program funds; and,

WHEREAS, the purpose of the Emergency Relief Program is Repair or reconstruction of Federal-aid highways and roads ("On-System") which have suffered serious damage as a result of natural disasters; and,

WHEREAS, eligible repairs may include, but are not limited to, damage occurring to pavement or other surface courses, shoulders, embankments, cut slopes, roadside development, and stream channels, whether man-made or natural. Pavement repairs or reconstruction may also include rock slope protection, cribbing, or other stream bank control features, bridges, retaining walls, culverts and debris removal, including other deposits from roadway drainage channels and the traveled way; and,

WHEREAS, the On-System Sign Replacement Project is consistent in scope with the approved emergency relief funds; and,

WHEREAS, the On-System Sign Replacement Project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire, and

WHEREAS, the Town Council approved the Plans, Specification and Estimates and authorized advertisement for bids on the project on the 12th day of October 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. The Town Manager is authorized to award and execute the construction contract to the lowest responsible and responsive bidder in the amount of their base bid for the On-System Sign Replacement Project and approve contingency expenditures not exceeding 10%.

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PASSED AND ADOPTED by the Town Council of the Town of Paradise on this
11th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: January 11, 2022

Agenda Item: 6(e)

ORIGINATED BY: Jessica Erdahl, Senior Capital Projects Manager
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Award Contract No. 9390.PE Skyway-Neal Bike/Ped
LONG TERM RECOVERY PLAN: Yes, Tiers 1-3, Numerous

COUNCIL ACTION REQUESTED:

1. Consider concurring with staff's recommendation of Mark Thomas and Company, Inc., to perform professional civil engineering services on the Skyway-Neal Bike/Ped project contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals, and
2. Approving the attached Agreement for Professional Services and authorize the Town Manager to execute an agreement with Mark Thomas and Company, Inc.

Background:

On June 7, 2019 the Town of Paradise received an authorization to proceed on a new Congestion Mitigation Air Quality (CMAQ) grant in the amount of \$550,000 for the Skyway-Neal Bike/Ped project. This grant will provide for the environmental review and design phase of the project. Construction funds have not been secured at this time, however, completion of the pre-construction phases will enable the Town of Paradise to be more competitive for future grant funds.

As the Town rebuilds after the 2018 Camp Fire, it is prioritizing projects to improve connectivity and community pride. The Skyway-Neal Bike/Ped project addresses a deficiency in the active transportation network along one of the Town's primary routes, Skyway Road, and extends to Neal. The project aims to catalyze change by closing a major gap in the existing bike path and sidewalk network, which is lacking as it is, and providing a safe means for bicyclists and pedestrians to travel to businesses, homes, and recreational opportunities along the project limits. The complete project will provide a multi-modal trail that will separate bicyclists and pedestrians from vehicular traffic along Neal Road from Town limits to the Skyway (1.62 miles).

On October 14, 2021, staff issued a formal Request for Proposals (RFP) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for Federal-Aid projects. The RFP stated that the Town requests proposals from qualified consultants (Proposer) to conduct the following services: conduct/prepare Environmental Documentation (ED); prepare Plans, Specifications and Engineer's Estimates (PS&E); coordinate with regulatory agencies; coordinate with Town staff in the preparation of the ED and PS&E package; provide bid support services; and provide Construction Administration (CA) support services for the Skyway-Neal Bike/Ped project. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff.

Analysis:

By November 3, 2021 at 4:00 PM, Town staff had received three responses to the RFP. The proposers are listed below:

1. Mark Thomas and Company, Inc.
2. GHD, Inc.
3. WMH Corporation

Proposals received included cost estimates as a separate attachment to allow for a fair and objective evaluation of the submittals. A three-member evaluation committee was formed to evaluate the proposals, including the following members:

Ashley Stanley, Town of Paradise, Principal Engineer
Jessica Erdahl, Sr. Capital Projects Manager
Tara Dutter, Administrative Assistant

The Committee received and ranked the proposals according to the criteria provided in the RFP and shown in Table 1, below.

Table 1: Evaluation Criteria Table

No.	Evaluation Criteria	Total Possible
1	Project Understanding and Completeness of Response	20
2	Experience and Qualifications	40
3	Schedule	20
4	Familiarity & Experience with Local, State and Federal Procedures	20
Subtotal:		100
Interview – N/A		0
TOTAL SCORE		100

Committee review of the proposals was performed independently. Evaluation scoring & ranking are shown in Table 2.

Table 2: Scores and Ranking

Consultant Name	Raw Score Total	Final Ranking
Mark Thomas and Company, Inc.	277	1
GHD, Inc.	231	2
WMH Corporation	224	3

The evaluation committee selected the top ranked firm - Mark Thomas and Company, Inc., – to proceed with the next phase of the procurement process. Per Federal-Aid procedures, the top ranked consultant cost proposal was opened to begin negotiations and proceed with the Caltrans Office of Audits and Investigation review of financial documents.

Staff recommends Council consider awarding the Agreement for Professional Services, Attachment A, to Mark Thomas and Company, Inc. Award will be contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals.

Financial Impact:

The professional engineering contract services for this effort will be 100% funded by the Congestion Mitigation and Air Quality Improvement Program (CMAQ). The budgeted grant amount for the Preliminary Engineering phase of the project is \$550,000. The estimated total contract cost will be presented at the Town Council meeting following completion of contract negotiations. Services will be paid on a not-to-exceed basis, using a task by task process.

Attachments:

- A. Agreement for Professional Services

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

Mark Thomas and Company, Inc.

Consultant

Skyway-Neal Bike/Ped project
Project Title

9390.PE
Budget Account Number

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows:

Mark Thomas and Company, Inc.

Incorporated in the State of California

The Project Manager for the “CONSULTANT” will be James Pangburn

The name of the “LOCAL AGENCY” is as follows:

TOWN OF PARADISE

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Public Works Director/Town Engineer

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal dated (DATE). The approved CONSULTANT’s Cost Proposal is attached hereto (Exhibit #B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of Town.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

Consultant shall perform and complete services as set forth in EXHIBIT A, entitled "SCOPE OF SERVICES."

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to

the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

TOWN OF PARADISE
MARC MATTOX, CONTRACT ADMINISTRATOR
5555 SKYWAY
PARADISE, CA 95969

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined.

- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 - 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 - 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage

requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 - 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 - 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.
- G. Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
- H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and

subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
 - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State

Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 21 %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good

faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance evidencing the following types of insurances as required by Federal and California regulations as set forth in Exhibit D "Insurance Requirements".

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

1. Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.
 - A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Town Manager who may consider written or verbal information submitted by CONSULTANT.
 - B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
 - C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of Town, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to Town which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by Town.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Town without restriction or limitation upon its use or dissemination by Town.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by Town for another project or project location shall be at Town's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Mark Thomas and Company, Inc.
James Pangburn, Project Manager
701 University Avenue, Suite 200
Sacramento, CA 95825

LOCAL AGENCY: Town of Paradise
Marc Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

**TOWN OF PARADISE
A Municipal Corporation**

By: _____
Kevin Phillips, Town Manager

APPROVED AS TO FORM:

By: _____
Scott Huber, Town Attorney

**Mark Thomas and Company, Inc.
Consultant**

By: _____
Name: _____
Title: _____
Address: _____

ATTEST:

By: _____
Dina Volenski, Town Clerk

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT A SCOPE OF SERVICES

Mark Thomas and Company, Inc.

Consultant

Skyway-Neal Bike/Ped project

Project Title

Varies.PE

Budget Account Number

Scope of Work Description:

1. PROJECT MANAGMENT

a. Project Kick Off Meeting

The Consultant shall schedule and conduct a Project kick-off meeting within two (2) weeks of NTP to discuss Project details, establish goals, review the Project schedule, and coordinate efforts. Town staff will work in conjunction with the Consultant to develop the Project Development Team (PDT) prior to the Project kick-off meeting. Once identified, the Consultant shall contact all members of the PDT to coordinate the scheduled meeting date, location, and time. A meeting notice, agenda, and meeting minutes (noting all action items) shall be prepared by the Consultant for the kick-off meeting.

b. PDT Meetings

The Consultant shall coordinate and attend monthly PDT meetings with Town staff and stakeholder representatives and at interim periodic Project milestones, as necessary. Meeting agendas for the planned meeting and summaries/notes from the previous meetings shall be prepared by the Consultant at each meeting and distributed to the Town's Project Manager and other attendees. An action item list and a status of project deliverables shall be updated on an ongoing basis (monthly) and be made available for each PDT meeting.

Assumptions: Mark Thomas will Attend 12 PDT meetings, BenEn will attend 6 meetings, and GPA will attend 3 meetings

c. Monthly Progress Reports

The Consultant shall prepare brief monthly progress reports (Progress Reports) to record ongoing progress on the Project and to support invoices submitted to the Town for payment. Reports shall include an explanation of tasks accomplished for the month, deliverables finished/submitted, anticipated tasks/progress for the next month, pending issues and schedule completion target dates (updated Project schedule).

d. Cost Accounting

The Consultant shall submit monthly invoices in a format that indicate: 1) the total contract amount, 2) all costs incurred for specific tasks performed for the period (actual and percentage), 3) costs incurred to date (actual and percentage), and 4) estimates percentage of completion for each task. Invoices shall include the Purchase Order (PO), Project, and invoice numbers on a form provided by the Town (or in a format acceptable to the Town). Charges for each of the individual tasks shall be listed separately, including reimbursable expenses.

e. Quality Assurance / Quality Control

The Consultant shall plan for and ensure Quality Assurance and Quality Control (QA/QC) during the entire Project. The Consultant shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. Exhibits and plans should be checked, corrected, and back-checked for accuracy and completeness.

f. Submittal of Project Deliverables

The Project deliverables shall be submitted for review by the Town, Caltrans, regulatory agencies, and utility companies. The Town shall be copied on all correspondence. Drawings, including topo and base maps, must be designed and submitted in AutoCAD Civil 3D, Specifications must be submitted in MS Word, and Estimates must be submitted in MS Excel. PDF of all submittals must be submitted as well.

All data, information, documents, calculations, reports, plans, specifications, quantity take-offs, estimates, or any other item collected or prepared in either hard copy or electronic format as part of the design of this Project are the property of the Town. The Consultant shall submit all these items to the Town at the completion of the Project. All original documents and electronic files shall become the sole property of the Town, and may be used by the Town and/or its assignees without written permission from or additional compensation to the Consultant.

2. DATA COLLECTION AND ANALYSIS

a. Review of Existing Plans, Studies, and Other Relevant Information

Consultant will research and review existing information and utilize when possible. This includes Town information such as Hawkeye Survey Data, Town-Wide LiDAR Data, Town-Wide High Resolution Orthoimagery, and Neal Road Rehabilitation Project basemap data. Consultant will incorporate existing information into a workable AutoCAD base file. This will include extracting and processing of LiDAR of the pathway and sidewalk segments into a workable base map. Consultant will utilize the existing project control that is currently being used for other design work in the Town for overall consistency.

The Consultant shall provide a list of all other reports, plans, studies, documents and information that are needed for the design of the Project. The Town will provide copies of all records that are available at the Town. For all other records needed for the design of the Project, the Consultant shall be responsible for researching existing reports and obtaining and reviewing all pertinent Project-related data needed to prepare a complete PS&E package.

3. SURVEYING AND BASE MAPPING

a. Control Surveys

Consultant will prepare a control survey to use as the foundation for the Topographic Survey and Right-Of-Way Retracement, which will be derived from GPS sessions and conventional survey methods. Consultant will work with the Town to determine the project horizontal and vertical datum to be used for the project. Project control identified with the On-System and Neal Road Rehabilitation Projects will be utilized for this effort.

b. Topographic Surveys and Data Collection

Consultant will research and review existing information and utilize, as necessary. This includes Town information such as Hawkeye Survey Data, Town-Wide LiDAR Data, Town-Wide High Resolution Orthoimagery and Neal Road Rehabilitation Project basemap data. Consultant will also request and utilize any topographic survey files that are available as part of on-system or off-system roadway rehabilitation projects to minimize survey efforts and expense.

The existing base mapping prepared for Neal Road and Skyway as part of the On-System Road Pavement Rehabilitation Project will be supplemented with field topography along the bike path alignment. The field topography along the half street width of Neal Road will include roadway features such as edge of pavement, curb gutter and sidewalk, slopes, roadside ditches, at 50' intervals. Visible utilities will be surveyed and shown in the base map. Drainage facilities will be dipped.

c. Record Right of Way Delineation

Consultant will supplement the right of way information gathered during the on-system road pavement rehabilitation project to establish the Town right of way through the project limits. It is estimated that up to sixty-one (61) parcels may be impacted by the project. Consultant will locate record monuments and use record information such as record maps, deeds, and title documentation for the project site and adjacent parcels to determine the location of the existing right-of-way and easements. If there is an absence of record mapping, the right of way will be delineated using title reports. This task includes field work to find monuments that were not found as part of the on-system road rehab or the Transportation Master Plan (TMP).

Deliverables: AutoCAD Base File (.dwg), Point Files (.dwg), Record Right of Way Base Mapping and Project Control Table.

4. UTILITY/OTHER AGENCY INVESTIGATION AND COORDINATION

a. Utility Potholing

It will be the responsibility of the Consultant to identify potential points of conflict between proposed Town facilities and existing or proposed utility company facilities. The Consultant will coordinate resolution of these problems by working with the Town and utility company personnel including arranging for utility potholing where necessary, to produce a recommendation for alternative construction that will minimize or eliminate the problem.

- Assumption: 10 utility potholes

b. Conflict Mapping

Based on the 60% plans, Consultant will prepare conflict mapping meeting Caltrans utility certification requirements.

c. Utility Relocation Support

Consultant will assist the Town to follow the Caltrans process (per Caltrans Local Assistance Procedures Manual, Chapter 14), which will ultimately yield all needed utility agreements such that the Town can certify the project ROW. The Town will be responsible for preparing all correspondence with the utility owners and preparing all Caltrans LAPM forms (i.e. the Reports of Investigation (Exhibit 14E), Notice to Owners (Exhibit 14D), Utility Agreements, and utility portions of the Right of Way Certification (Exhibit 13B).

Consultant will coordinate relocation details that will be shown on the project plans. This effort includes site visits with the utility owners to coordinate the relocation plan designs. If the relocations are limited to adjustments to grade, Consultant will include these items on the project plans, which can be used as relocation plans for the utility certification process.

Deliverables: Utility owner maps, utility base files, utility status matrix, potholing report and exhibits (optional), utility conflict maps, notices to owner, relocation plans, utility agreements, utility certification.

5. GEOTECHNICAL INVESTIGATION AND DESIGN

a. Field Investigations, Laboratory Analysis, and Memorandum

Consultant will prepare a brief Geotechnical Memorandum with pavement recommendations for the new path and other project features, utilizing existing geotechnical information from the Neal Road Rehabilitation Project Geotechnical Report. No additional field data or lab analysis from the Neal Road Rehabilitation project are needed to establish design parameters.

Deliverables: Draft and Final Geotechnical Memorandum in pdf format.

6. ENVIRONMENTAL DOCUMENTATION

The use of Federal funds will require compliance with both the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

Under CEQA, the anticipated environmental document is a Categorical Exemption, which will be completed and filed by the Town. Under NEPA, this project falls under the Federal Highway Administration's (FHWA) Categorical Exclusion 23 CFR 771 activity (c)(3): Construction of bicycle and pedestrian lanes, paths, and facilities.

Consultant will perform the environmental CEQA and NEPA clearance and regulatory permitting (if needed) for the project site, following the Caltrans' processes. The environmental considerations for the Project may require an Initial Site Assessment (optional), Natural Environment Study – Minimal Impacts, Wetlands Delineation (optional) and Screened Undertaking or Historic Property Survey Report/Archaeological Survey Report. The Class I trail alignment includes roadside ditches that may be considered jurisdictional wetlands and may require regulatory permitting.

a. Preliminary Environmental Study Form (Optional Task)

Consultant will work closely with the Project Development Team (PDT) to define a complete and detailed project description and delineate a project study area that will meet the needs of the technical analysis. The project description will identify the project purpose and need, project objectives, project components, project location, and timing of the project. GPA will perform a review of available information to ensure that all pertinent information related to the existing site is considered. GPA will also complete a "windshield" level site survey to support preparation of the PES Form.

Once all the necessary information is gathered and reviewed, Consultant will prepare a Preliminary Environmental Study (PES) Form and coordinate the review and approval with Caltrans. It is not anticipated that the PES Form will identify the need for preparation of technical studies.

b. NEPA TECHNICAL STUDIES

i. Biological Resources – NES (MI)

Background Research and Delineation of Biological Study Area (BSA)

Consultant will review available data on biological resources recorded within and near the project area, including plant and animal species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDB) and the National Wetlands Inventory (NWI). Additionally, a list of protected species with the potential to be in the project area will be requested from the U.S. Fish and Wildlife Service (USFWS).

Field Surveys

Consultant will survey the BSA for potential wildlife, their signs, and/or potential habitat. Consultant will inventory botanical, aquatic, and wildlife resources observed in the BSA. GPA will identify and record existing

vegetation communities in the area. Botanical surveys will be conducted during the blooming period for special-status plants with the potential to be in the project area, if feasible.

NES-MI Documentation

Following completion of background research and site investigations, Consultant will summarize the results of these studies in an NES-MI report. The NES-MI will include a discussion of the existing biological resources in the BSA, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures to minimize impacts. The NES discussion will also include a summary of agency coordination required to obtain project approvals and environmental permits, if any. Consultant will submit the draft NES-MI to the City and will coordinate with the City and Caltrans as needed for review and approval of the report.

ii. Cultural Resources – Screened Undertaking

Consultant will assist Caltrans to make the project a screened undertaking under the Caltrans Section 106 of the National Historic Preservation Act Programmatic Agreement. Consultant will draft a memo containing the project description and a summary of the record search results. The Caltrans PQS will make the ultimate determination if the proposed project qualifies as a screened undertaking.

iii. Cultural Resources – HPSR / ASR (Optional Task)

The cultural resources study will consist of the following tasks: 1) Area of Potential Effects (APE); 2) Records Search and Literature Review; 3) Section 106 Outreach to Potentially Interested Parties; 4) Pedestrian Survey; and 5) Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR). We assume that: A) Caltrans will determine that the APE will coincide with the Area of Direct Impacts; B) no survey will be required outside the proposed right-of-way limits; C) no cultural resources or historic properties are located within the APE; D) the Town will not require assistance to fulfill the requirements of AB52 and the identification of Tribal Cultural Resources under CEQA; E) all submittals will be prepared in digital format and submitted electronically via email or a shared network; F) no more than a succession of three drafts will be prepared for review by GPA, the Town, and Caltrans District 03; and G) one final will be prepared, with signatures, after final Caltrans District 03 approval.

iv. Phase 1 Initial Site Assessment (Optional Task)

Consultant will perform the following tasks to provide an Initial Site Assessment (ISA) to evaluate the project alignment and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project.

- Review project data and coordinate with the design team.
- Review available project documents and reports including: APN parcel maps, site geology and groundwater data. Review information for evidence of suspected or known contamination/hazardous materials issues (such as pesticide usage, railroad alignments, industrial parks, orchards, etc.).
- Conduct a limited site reconnaissance to observe current land use and indications of potential contamination along the project alignment, and to view publicly accessible portions of the adjacent properties.
- Review historical aerial photographs, topographic maps, and soil maps of the site and surrounding properties for indications of site use and potential sources of contamination.
- Perform computerized review of federal, state, county, and tribal environmental records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. The records review will be provided by a professional record check service.
- As warranted by information from the records search or site reconnaissance, interview Town representatives or owners of adjacent private property regarding current or past property uses that might have adversely impacted the project alignment.
- Based on the results of the database search, limited site reconnaissance, interviews, and any existing assessments, CAInc will determine the risk of potential hazardous materials within and adjacent to the project area.

- Prepare a report summarizing the findings of our site reconnaissance, interviews, historical aerial photograph and topographic map evaluation, and regulatory records review. We will address identified potential contamination and hazardous material impacts, and provide recommendations for additional investigation, as warranted by the data.

A draft and final ISA Report will be submitted for review and comment prior to the final submittal. Conclusions and opinions expressed in the proposed ISA report would not be a legal opinion regarding compliance with regulatory requirements. The findings will be relevant to the dates of site visits and should not be relied upon to represent conditions at later dates.

c. PERMITTING (OPTIONAL TASK)

i. Wetland Delineation (Optional Task)

Wetland Vegetation appears to be growing within the project limits and may be considered jurisdictional wetlands by the USACE, RWQCB, and/or CDFW. The area and extent of wetlands and other waters under the jurisdiction of the USACE, RWQCB, and CDFW will therefore be delineated to assist in determining potential project impacts on these wetlands and waters.

Field Delineation

GPA will complete a delineation of wetlands and other waters under the jurisdiction of USACE, RWQCB, and CDFW. GPA will identify the OHWM, channel banks, and other jurisdictional limits within the BSA. The actual presence or absence of wetlands in the BSA will be verified through the presence of hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the U.S. USACE's *2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* and its *1987 Corps of Engineers Wetlands Manual*. The spatial limits of all wetlands and/or other waters of the U.S. and state will be mapped according to USACE's minimum mapping standards.

Aquatic Resources Delineation

GPA will summarize existing site conditions and analyze the permanent and temporary impacts on waters of the U.S. and state that would result from implementation of the project in a Jurisdictional Delineation Report. The report will be used to (1) assist the design team in avoiding impacts to jurisdictional areas; (2) provide the jurisdictional information necessary for the supporting project environmental documentation; and (3) support the applications for USACE, CDFW, and RWQCB regulatory permit authorizations.

ii. Regulatory Permit Applications (Optional Task)

Clean Water Act Section 404 Nationwide Permit

Section 404 of the Clean Water Act regulates and authorizes the USACE to issue permits for the discharge of dredged or fill materials into waters of the United States. Local creeks in the project area may be a natural waterway with perennial flow and is expected to fall under the jurisdiction of the USACE as waters of the United States. Because the project is expected to have temporary and permanent impacts on local creeks, a Section 404 Permit will be required. It is expected that the project will fall within the scope of the USACE Nationwide Permit 14 for "Linear Transportation Facilities." However, to qualify for this permit, the project must meet 27 general conditions and not result in greater than 0.5 acre of permanent impacts (e.g., loss) on jurisdictional waters of the U.S. If the project would result in more than 0.10 acre of permanent impacts on waters of the U.S. or if the project would impact wetlands, a pre-construction notification (PCN) would be required for the project. If a PCN is required, GPA will prepare the PCN package for submittal to the USACE.

Clean Water Act Section 401 Water Quality Certification

Section 401 of the Clean Water Act requires that actions permitted under Section 404 obtain a Water Quality Certification issued by the RWQCB. GPA staff will prepare an application for a Section 401 Water Quality Certification for submittal to the RWQCB. The application will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the RWQCB. GPA will coordinate with the RWQCB as needed to obtain the 401 Certification. If warranted, a site visit will be coordinated with the RWQCB and other regulatory agencies to facilitate the process.

Fish and Game Code 1602 Streambed Alteration Agreement

Section 1602 of the Fish and Game Code requires submittal of a Streambed Alteration Notification to the CDFW for any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake. Local drainage or creek is expected to fall under CDFW jurisdiction. Therefore, GPA will prepare a Streambed Alteration Notification package for submittal to the CDFW. The notification will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the CDFW. If warranted, a site visit will be coordinated with the CDFW and other regulatory agencies to facilitate the process.

Deliverables: PES Form (optional), Biological Resources NES-MI, Screened Undertaking or HPSR/ASR (Optional), Jurisdictional Delineation Report (optional), and Hazardous Waste Initial Site Assessment Memorandum (optional), Clean Water Act Section 404 Nationwide Permit Pre-construction Notification package (Optional); Clean Water Act Section 401 Water Quality Certification Application package (Optional); Streambed Alteration Notification package (Optional)

7. PRELIMINARY DESIGN

a. Preliminary Neal Road Pathway Design

Consultant will prepare preliminary bike path designs. Significant issues such as potential utility conflicts, driveway conflicts, drainage issues, etc. will be identified at this stage. The preliminary design will serve as the 30% plans for the project and will include: project footprint, typical cross sections, preliminary construction details, preliminary curb ramp details, and preliminary quantity tables. A preliminary estimate of construction cost will be prepared using Caltrans 2018 standard bid items.

b. Preliminary Skyway Sidewalk Infill Design

Consultant will prepare preliminary sidewalk infill designs. Significant issues such as potential utility conflicts, driveway conflicts, drainage issues, etc. will be identified at this stage. The preliminary design will serve as the 30% plans for the project and will include: project footprint, typical cross sections, preliminary construction details, preliminary curb ramp details, and preliminary quantity tables. A preliminary estimate of construction cost will be prepared using Caltrans 2018 standard bid items.

c. Drainage Memorandum

Consultant will prepare a drainage memorandum to determine pipe sizes and configuration for new drainage systems along Neal Road.

d. Prepare Right of Way Impact Exhibit

Consultant will prepare right of way impact exhibits showing the right of way requirements for the project. The exhibit will also show impacts to property improvements for communication with the affected owners and the right of way appraisers.

Deliverables: Plans (30% Level – PDF); Preliminary Estimate of Cost (PDF); Drainage Memorandum (PDF); Right of Way Impact Exhibit (PDF)

8. PLANS, SPECIFICATIONS, AND ESTIMATE

a. Civil Plans

With approval of the preliminary design, a full set of plans and construction documents will be produced and submitted to the Town for review. Consultant will prepare 60%, 90% and final PS&E and technical

specifications for construction for the bike path (10' path with 2' shoulders) and sidewalk infill. This work will include the following tasks.

i. **Neal Road Pathway Plans**

Neal Road Pathway plans may include layout and control sheets, plan and profile, typical and construction details, erosion control, drainage, electrical/lighting, signal modification, and signing and striping plans. The trail lighting layout will include a lighting / spacing analysis based on a standard luminaire model provided by the Town. The plans will include the following sheets comprehensive of Task 8.1.1, Task 8.1.2, and Task 8.3.

Table 1 Civil Plan Sheets

Description	Scale	Sheet Count
Title Sheet	N/A	1
Project Control	N/A	1
Typical Cross Sections	N/A	2
Plan and Profile	1"=20'	21
Construction Details	Varies	6
Erosion Control Plans	1"=20'	21
Utilities and Drainage (Plan)	1"=20'	21
Drainage Profiles	1"=50'(H);	6
Drainage Details	Varies	4
Signing and Striping	1"=20'	11
Trail Lighting and Details	1"=40'	7
Signal Modification and Details	1"=20'	3
Total Sheets		104

ii. **Skyway Sidewalk Infill Plans**

Skyway Sidewalk Infill plans may include layout and control sheets, plan and profile, typical and construction details, erosion control, drainage, electrical/lighting, signal modification, and signing and striping plans.

b. ENGINEER'S ESTIMATE

i. **Neal Road Pathway Estimate**

Consultant will prepare Engineer's Estimate corresponding to each plan submittal for the Neal Road Pathway, following the Caltrans 2018 Bid Item List. The estimate will be combined with the estimate prepared in Task 8.2.2.

ii. **Skyway Sidewalk Infill Estimate**

Consultant will prepare Engineer's Estimate corresponding to each plan submittal for the Neal Road Pathway, following the Caltrans 2018 Bid Item List.

c. Lighting and Electrical PS&E

Consultant will use VISUAL software to prepare photometric analysis for trail lighting along Neal Road. Based on the photometric analysis and field review, Consultant will prepare PS&E for the following electrical items:

- Traffic signal modification at the Skyway/Neal Road intersection
- Lighting for Class I trail along Neal Road between Skyway and Bayleaf Road
- Street lighting for Skyway between Neal Road and Pearson Road

Consultant will submit PS&E to the Town of Paradise for review at 60% and 90% level. Any comments by the Town will be incorporated into final PS&E.

d. Technical Specifications

Consultant will prepare Technical Specifications corresponding to each plan submittal. Technical Specifications will be based on 2018 Standard Specifications.

Deliverables: PDF, Microsoft Word, Microsoft Excel, and AutoCAD files of the 60%, 90% and Final Plans, specifications, and engineer's estimate and bid documents.

9. BIDDING AND CONSTRUCTION SUPPORT (OPTIONAL TASK)

a. Bidding Assistance (Optional Task)

Consultant will provide bidding support during the bidding period. This includes assisting the Town answering bidder questions, preparation of any bid addenda, and attending pre-bid meetings as needed.

b. Design Support During Construction (Optional Task)

Consultant will provide design support during construction. Since construction support is difficult to estimate at the proposal phase, a budget has been included as an optional task.

c. Record Drawings (Optional Task)

Consultant will prepare record drawings at the request of the Town, based on red lines provided by the contractor. Record Drawings shall be submitted to the Town in PDF form.

Deliverables: Provide bid support to the Town. Assumes attending 1 pre-bid meeting. Prepare As-Built Drawings and submit to the Town in PDF.

10. GRANT WRITING SUPPORT (OPTIONAL TASK)

a. Grant Writing Support (Optional Task)

Consultant will prepare grant applications at the direction of the Town. This scope assumes 1 application similar the previous ATP application efforts.

Deliverables: Grant Application (PDF)

ASSUMPTIONS AND EXCLUSIONS

- This scope does not include sidewalk infill sections
- Geotechnical recommendations will include materials excavation, stability, and fill placement.
- Town will provide Preliminary Title Reports.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT B COMPENSATION

Mark Thomas and Company, Inc.

Consultant

Skyway-Neal Bike/Ped project

Project Title

9390.PE

Budget Account Number

Compensation for services shall be in accordance with the specified rates of compensation, shown below:

INSERT CONSULTANT COST PROPOSAL

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT C SCHEDULE OF PERFORMANCES

Mark Thomas and Company, Inc.

Consultant

Skyway-Neal Bike/Ped project

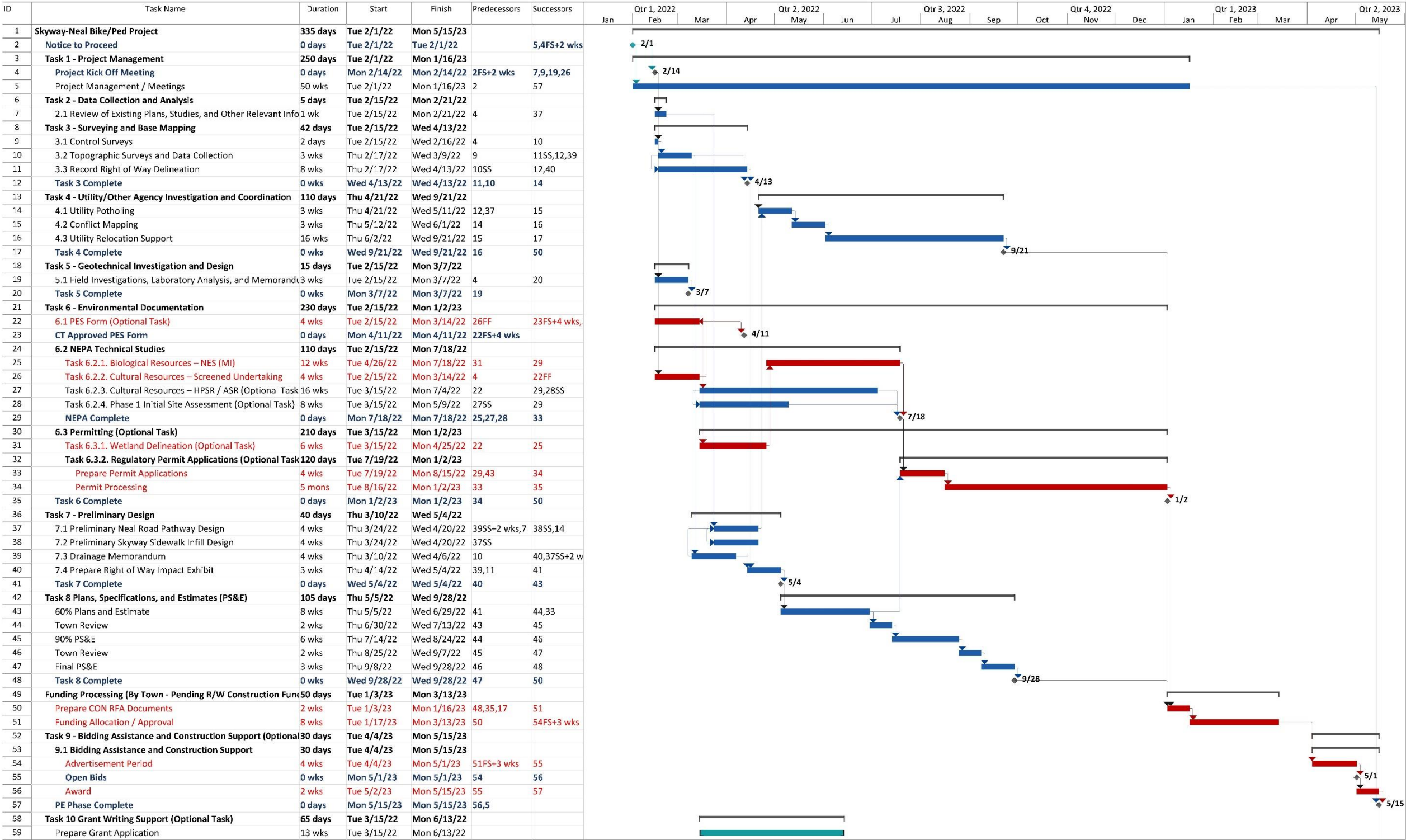
Project Title

9390.PE

Budget Account Number



Paradise - Skyway-Neal Bike/Ped Project
12/20/2021



TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT D INSURANCE PROVISIONS

Mark Thomas and Company, Inc.

Consultant

Skyway-Neal Bike/Ped project

Project Title

9390.PE

Budget Account Number

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

***Please provide a copy of Attachment II to your insurance agent.**

Consultant shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Consultant, Consultant's agents, representatives, employees and subconsultants. Before the commencement of work consultant shall submit Certificates of Insurance and Endorsements evidencing that consultant has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3) Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Consultant provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

Such policy shall continue for a period of one year after completion of work by the Consultant.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The Town of Paradise, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Consultants insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Consultants insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Town.

C. WAIVER OF SUBROGATION: Consultant hereby grants to Town a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Town by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Consultant, its employees, agents and subconsultants.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Town.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

F. VERIFICATION OF COVERAGE: Consultant shall furnish Town with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONSULTANTS: Consultant shall include all subconsultants as insured under its policies or require all subconsultants to be insured under their own policies. If subconsultants are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Town certificates of insurance and endorsements **before** beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the Town for review.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT E TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Town of Paradise 2. Contract DBE Goal: 21%
 3. Project Description: Skyway-Neal Bike/Ped Project; CML 5425(043)
 4. Project Location: Town of Paradise
 5. Consultant's Name: Mark Thomas & Company, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$584,923
 8. Total Dollar Amount for **ALL** Subconsultants: \$232,205 9. Total Number of **ALL** Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Land Surveying	43459	Bennett Engineering (916) 783-4100 1082 Sunrise Ave, #100 Roseville, CA 95661	\$117,308
Environmental	36278	GPA Consulting (310) 792-2690 201 Nevada St, #B El Segundo, CA 90245	\$59,575
Electrical	38989	Y&C Transportation (916) 366-8000 3250 Ramos Circle Sacramento, CA 95827	\$38,500
Local Agency to Complete this Section 20. Local Agency Contract Number: <u>9390.PE</u> 21. Federal-Aid Project Number: <u>CML 5425 (043)</u> 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION \$216,383 36.6%
23. Local Agency Representative's Signature <u>Jessica Erdahl</u> 25. Local Agency Representative's Name <u>Sr. Capital Projects Manager</u> 27. Local Agency Representative's Title		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12/9/21 15. Preparer's Signature <u>Zach Siviglia</u> 16. Date <u>(916) 381-9100</u> 17. Preparer's Name <u>Principal/Vice President</u> 18. Phone 19. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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